

## **EXHIBIT 2**

**CONTRACT 390785**

**PARATRANSIT**

**CONTROL CENTER**

**Between**

**KING COUNTY**

**and**

**FIRST TRANSIT, INC.**

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<b>Part 1</b>	<b>General - Definitions, Terms &amp; Conditions</b>
<b>Part 2</b>	<b>Scope of Work</b>
<b>Part 3</b>	<b>First Transit – Proposal</b>
<b>Part 4</b>	<b>Attachments and Exhibits</b>



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<b>START-UP</b>	<b>July 1, 2008</b>
<b>CONTRACT START DATE</b>	<b>August 1, 2008</b>
<b>END FIVE YEAR TERM</b>	<b>July 31, 2013</b>
<b>OPTIONAL EXTENSIONS to</b>	<b>October 31, 2018</b>

<b>Federal Tax ID:</b>	23-17116119	<b>Requesting Dept.:</b>	Transportation
<b>Amount:</b>	\$50,000,000	<b>Fund Source:</b>	464 Transit Operating

## CONTRACT

THIS Paratransit Control Center CONTRACT, made this \_\_\_\_th Day of June 2008, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and First Transit, Inc. with its principal place of business at Cincinnati, Ohio hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: **390785**

Contract Title: **Paratransit ACCESS - Control Center**

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and services in a timely manner and that its proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods and services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Attachments: Price, Purchase Schedules, Contractor's Insurance Forms; **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Final Offer and communications; and **[6]** Contractor's proposal.

### FIRST TRANSIT, INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Beverly A. Edwards, Sr. Vice-President

Date Accepted: \_\_\_\_\_

### KING COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

Date Accepted: \_\_\_\_\_

Approved as to form only: \_\_\_\_\_

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# Part 1 General – Definitions, Terms & Conditions

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Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
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## Definition of Words & Terms

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

<b>Acceptance or Accepted</b>	Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.
<b>ACCESS Transportation</b>	King County's paratransit transportation service operated under the policies set forth in the County's Paratransit Service Plan.
<b>Accident</b>	An event in which there is contact with another vehicle, fixed object or a person or animal which results in physical damage to property or a complaint of pain or an observable injury to any individual or animal involved.
<b>ACD</b>	Automated Call Distribution Center
<b>Action (database)</b>	The complaint and commendation database used in these Contracts.
<b>Actual Vehicle Arrival Time</b>	The time that the vehicle arrives at the ride origin and is ready to be boarded.
<b>Actual Vehicle Departure Time</b>	The time that the vehicle departs the ride origin - after all passengers have been secured.
<b>Actual Vehicle Drop-Off Time</b>	The time that the vehicle arrives at the ride destination and is ready for deboarding.
<b>ADA</b>	Americans with Disabilities Act
<b>ADA Denial</b>	The denial of a curb-to-curb trip that was requested 24 hours in advance of service to an individual who is ADA eligible and with an origin/destination that is within ¾ mile of a non-commuter fixed route.
<b>ADA Paratransit Eligible</b>	A person who has been determined to be eligible to use ACCESS Transportation under the ADA Paratransit Program.
<b>ADA Paratransit Service Plan</b>	Plan and yearly updates submitted to FTA in compliance with regulation 36 CFR Part 1192
<b>Administrative Change</b>	Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.
<b>Adversarial Denial</b>	A trip that is offered within ADA parameters and refused by the customer.
<b>Agency Ride</b>	A ride(s) that is provided to an agency client attending an agency sponsored program that has prearranged transportation and is not subject to variations in arrival and departure.
<b>Attendant</b>	A person traveling as an aide, such as a personal care attendant, requested by a person with a disability to facilitate travel and having the same origin and destination as the person with a disability
<b>AVL</b>	Automatic Vehicle Locating system
<b>Bailment Contract</b>	Part of this overall Contract entered in to by King County and the Contractor under which the use and maintenance of King County-owned vehicles is agreed by both Parties

<b>Boarding</b>	The transportation of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate boarding. Used interchangeably with 'ride'.
<b>Breaks for Drivers</b>	<b>Lunch Break</b> - shall include the time from the last stop before the lunch break to the first pickup after the lunch break. Travel time to the first pickup after lunch is not included in the lunch break. Lunch break is 30 minutes free of responsibility. This includes travel time on one end. <b>Other Breaks</b> – shall include two (2) ten-minute breaks during an eight (8) hour shift.
<b>Business Day</b>	Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding King County recognized holidays
<b>Buyer</b>	Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance
<b>Capacity Denial</b>	A trip denial that is due to a lack of availability of seats, time, distance and or equipment.
<b>Change Documentation</b>	A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.
<b>Companion</b>	A person, other than an attendant, traveling with an ADA eligible customer and having the same origins and destinations as the eligible person
<b>Conditional Eligibility</b>	When an ADA eligible person can use fixed route unless certain conditions are present that prevent them from getting to or from or navigating fixed route service.
<b>Contract Administrator</b>	The King County individual assigned to administer the Contract, effect Contract changes and negotiate on behalf of King County.
<b>Contract Amendment</b>	A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both Parties, with or without notice to the sureties.
<b>Contract or Contract Documents</b>	The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.
<b>Contractor</b>	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.
<b>Cost Analysis</b>	The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.
<b>Council</b>	The King County Council
<b>Curb-to-Curb</b>	Service from the curb in front of the point of origin, including assistance to board or deboard the vehicle.
<b>Day</b>	Calendar Day
<b>DBE</b>	Disadvantaged Business Enterprise
<b>Demand Rides</b>	Eligible riders who call in ride requests for non-routine rides at least one (1) Day and up to three (3) Days in advance of the desired ride.

<b>Demand-responsive</b>	Service that is provided in response to a request for service by a rider or rider's representative.
<b>Destination</b>	The location where a rider debarks a vehicle at the completion of a ride.
<b>Dispatcher</b>	An individual who maintains radio contact with all vehicles used in providing service, records pick-ups and drop-offs of riders, cancellations at the time of pick-up, no-shows and any problems encountered, and informs schedulers of changes that will impact scheduling.
<b>Dispatching</b>	The act of issuing instructions and receiving communications to and from drivers via radio contact
<b>Documentation</b>	Technical publications relating to the Services and the use of any Software to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the County
<b>Door-to-Door</b>	Service from the door of the building or house at the point of origin to the door of the building or house at the point of destination, including assistance in getting to and from the door of the building or the house, and the door of the vehicle, such as pushing a wheelchair, providing a steadying hand, or carrying packages if such assistance is accepted by the rider.
<b>Driver</b>	An individual operating a vehicle to transport riders and any attendants and companions. Used interchangeably with vehicle operator.
<b>Drop-off Times</b>	See "Actual Vehicle Drop-off Times
<b>Eligibility Evaluation Trip</b>	Trips that are provided free of charge to determine eligibility for ADA transportation.
<b>Eligible Rider</b>	A person registered with King County as eligible to use ACCESS Transportation
<b>Enhancement</b>	Technical or functional additions to any Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software
<b>FAX</b>	Facsimile machine or document sent via facsimile machine
<b>FTE</b>	Full-time employee equivalent
<b>Fare</b>	King County determined cost to the rider for a ride on ACCESS Transportation
<b>Fixed Route</b>	Service operated or subcontracted by a transit agency in which a vehicle is operated along a prescribed route according to a fixed schedule
<b>Furnish</b>	To supply and deliver any items, equipment or material under this Contract
<b>Group Subscription Trip</b>	A trip in which a minimum of two (2) eligible riders routinely go to a single destination a minimum of one (1) time per week and pre-scheduled for a period up to six (6) months
<b>IVR</b>	Inter-active Voice Response system
<b>In-County Transfers</b>	Transfers between ACCESS Transportation Service Operators
<b>Incident</b>	Any unusual happening (excluding vehicle accident) involving ACCESS Transportation property, personnel or rider that results in or has the potential to result in property damage, personal injury or denial of service to a rider for misconduct, or any other occurrence that may result in disruption to King County ACCESS Transportation service.

<b>Individual Subscription Ride</b>	A ride in which a single individual goes between the same origin and destination a minimum of one (1) time per week and pre-scheduled for a period up to six (6) months.
<b>King County Bus Pass</b>	Pass issued or recognized by King County as valid tender for the fare.
<b>King County Community Transportation</b>	The service provided to individuals who because of age, disability or income are unable to transport themselves or to purchase appropriate transportation services and may require door-to-door or hand-to-hand service.
<b>King County ID number</b>	The number assigned by King County and appearing on the back of the RRFP card or the ADA paratransit card.
<b>LAN</b>	Local Area Network
<b>Lift Ride</b>	Ride in which the lift is activated to board or deboard a rider, whether or not the rider uses a mobility aid or wheelchair
<b>M5</b>	The vehicle maintenance software developed by Maximus and provided by King County to the Service Operators to track all vehicle maintenance.
<b>MDT</b>	Mobile Data Terminal
<b>MITT</b>	Management Information and Transit Technology
<b>MapInfo</b>	The geo-based software that illustrates the ACCESS Transportation program service boundaries in relationship to non-commuter fixed route corridors, based upon time of day.
<b>King County-owned vehicle</b>	Vehicle purchased and owned by King County and covered under the vehicle bailment Contract entered in to by and between King County and the Contractor
<b>NEXTEL</b>	The mobile communication system (radio/phone) utilized by all of the King County ACCESS fleet.
<b>Non-Preventable Accident</b>	A collision in which the driver did everything reasonably possible to avoid the collision.
<b>On Time</b>	Within fifteen (15) minutes before to fifteen (15) minutes after the scheduled time
<b>One way ride</b>	See "Ride"
<b>Origin</b>	The location where a rider boards a vehicle at the beginning of a ride
<b>Over Flow Trip</b>	When a ride is provided by a taxi or wheelchair lift vehicle
<b>Inter-County Transfers</b>	Transfers between adjacent counties; i.e., Snohomish and Pierce
<b>PASS</b>	Paratransit Automated Scheduling System (PASS)
<b>Person</b>	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures
<b>PMI</b>	Vehicle Preventive Maintenance Inspection
<b>Passenger</b>	See "Rider."
<b>Pick-up Time</b>	See "Actual Pick-up Time."
<b>Pick-up Zone</b>	Location the rider and reservationist agreed the vehicle would wait for boarding of rider

<b>Preventable Accident</b>	A collision in which the driver did not do everything reasonably possible to avoid the collision.
<b>Previous Sequential Release</b>	A release of Software for use in a particular operating environment that has been replaced by a subsequent release of the Software in the same operating environment. Contractor shall support a Previous Sequential Release. Multiple Previous Sequential Releases may be supported at any given time.
<b>Price Analysis</b>	The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit
<b>Price per vehicle service hour</b>	The price charged to King County for each Vehicle Service Hour provided by the Contractor
<b>Productivity Rate</b>	Average number of one-way rides provided per Vehicle Service Hour
<b>Project or General Manager</b>	The individual designated by the Contractor to manage the project on a daily basis and who may represent the Contractor Contract administration
<b>Provide</b>	Furnish without additional charge.
<b>RCW</b>	The Revised Code of Washington.
<b>Regional Reduced Fare Permit (RRFP)</b>	A permit issued by any one of eight Transit Agencies in the greater Puget Sound Region that allow individuals with a disability or who are over the age of 65 to ride the fixed-route bus system at a reduced fare.
<b>Registered Rider</b>	A person registered with King County as eligible to use ACCESS Transportation
<b>Reservationist</b>	An individual who responds to requests for transportation and informs a rider of the disposition of the ride request
<b>Return Ride</b>	Second leg of a round trip
<b>Ride</b>	The transporting of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate ride
<b>Rider</b>	A person requesting a ride or for whom a ride has been requested, whether or not a ride is actually provided. Used interchangeably with "Passenger."
<b>RideShare / VanPool Program</b>	The program offered by King County to provide vans to commuters on a subscription basis.
<b>Round Trip</b>	When a person returns to the point of origin from a single destination within the same day (counted as two rides)
<b>Scheduler</b>	An individual responsible for reviewing proposed schedules and making changes to schedules while service vehicles are in service to account for delays, no-shows, weather and traffic conditions
<b>Scheduled Drop-off Time</b>	Drop-off time agreed to by the rider and calltaker, at the time of the ride request
<b>Scheduled Pick-up Time</b>	Pick-up time agreed to by the rider and calltaker, at the time of the trip request
<b>Scheduling</b>	The act of call intake and screening of riders to determine rider eligibility for King



	County service and vehicle availability, as performed by the Control Center
<b>Scope of Work (SOW)</b>	A section of the Contract consisting of written descriptions of Services to be performed, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.
<b>Service Animals</b>	Any animal that a customer identifies as a trained animal and is needed by the rider themselves or their personal care attendant or companion to help with daily activities.
<b>Services</b>	The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.
<b>Shared Cost Program</b>	Program in which King County has entered into a written agreement with a community or governmental agency to share the cost of identified trips
<b>Specify</b>	Refers to information described, shown, noted, indicated or presented in any manner in any part of the Contract
<b>Standing Ride/Trip</b>	Rides/trips for which an individual goes to and from the same origin and destination, at the same time of day or night at least twice a week.
<b>Software</b>	All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including source code, localized versions of the computer Software programs and Enhancements thereto, including source code and Documentation delivered by Contractor to the County.
<b>Software Extensions</b>	A modification to the standard panels, screens, and workflow processing that are made by King County without changes to the source code.
<b>Source Code</b>	Means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
<b>Subcontractor</b>	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract
<b>Subscription Ride/Trip</b>	See Standing Ride/Trip
<b>TTY</b>	Telecommunication display device, also known as a "text telephone." This device enables persons with hearing and speech impairments to send and receive typed messages via telephone. May also be called "TDD" or "TT."
<b>Total Hours</b>	Total hours recorded including vehicle service hours, hours incurred during lunch breaks, fueling, scheduled and unscheduled maintenance period and training.
<b>Total Miles</b>	Total miles recorded on the vehicle including vehicle service hours, miles incurred during lunch breaks, fueling, scheduled and unscheduled maintenance periods and training.
<b>TRAPEZE, Inc.</b>	The current owner/developer of the PASS software utilized by ACCESS Transportation's Control Center and Service Operator(s)
<b>Trip</b>	The transportation of a rider(s) from a same point of origin to a single or same destination. Each rider (passenger) counting as a single trip
<b>Update</b>	All published revisions to the Documentation and copies of the new release of any Software, which are not designated by Contractor as new products.

<b>Upgrade</b>	Subsequent releases of any Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4
<b>UPS</b>	Uninterruptible Power Supply
<b>Vehicle</b>	A car, van or minibus used to provide a ride scheduled and dispatched by the Contractor
<b>Vehicle Manifest</b>	Written record of information required for the driver's transportation delivery and drop-off instructions, including scheduled and actual times
<b>Vehicle Service Hours (VSH)</b>	The time a vehicle leaves its base for the first passenger pick-up of the driver's shift or service day, to the time it arrives at its base from the last passenger drop-off of the driver's shift or service day. Not included as part of VSH are Lunch breaks and other breaks required by law, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
<b>Vehicle Breakdown</b>	The time spent while the vehicle is broken down in the field is not chargeable as a VSH regardless of whether passengers are aboard.
<b>Virus</b>	Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose
<b>VSM</b>	Vehicle Service Miles. The mileage from the time a vehicle leaves the base to the time the vehicle returns to the base less miles incurred during lunch breaks, other breaks, fueling and scheduled and unscheduled maintenance periods.
<b>VSR</b>	King County Vehicle Service Representative for Rideshare/VanPool Maintenance
<b>WAC</b>	The state of Washington Administrative Code
<b>WAN</b>	Wide area Network
<b>Work</b>	Everything to be provided and done for the fulfillment of the Contract which shall include any Software, Hardware and Services specified under this Contract, including Contract Changes and settlements

## **STANDARD CONTRACTUAL TERMS AND CONDITIONS**

### **1.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be Provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for a response.

### **1.2 Contract Changes**

No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every Contract Amendment may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract Amendments do not require notice to sureties by County.

Ref: KC CON 7-8-1 (AEP).

### **1.3 Termination for Convenience/Default/Non-Appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract or a related purchase order to provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

**1.4 Force Majeure**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

### **1.5 Washington State Sales Tax**

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

### **1.6 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the work under this Contract.

### **1.7 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **1.8 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence or willful misconduct of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

## **1.9 Applicable Law and Forum**

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

## **1.10 Conflicts of Interest and Non-Competitive Practices**

### **A. Conflict of Interest**

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

### **B. Contingent Fees and Gratuities**

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to bid on any other County Contracts for a period of two (2) years.

#### **Disclosure of Current and Former County Employees**

### **C. To avoid any actual or potential conflict of interest or unethical conduct:**

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract.



3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

#### **1.11 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section.

The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to mediation, arbitration or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

#### **1.12 Mediation and Arbitration**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

#### **1.13 Retention of Records, Audit Access and Proof of Compliance with Contract**

##### **A. Retention of Records**

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

##### **B. Audit Access**

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors

shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. **Proof of Compliance with Contract**

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040, 42.160.

**1.14 Other Public Agency Orders**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

**1.15 Recycled Products Policy**

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1.16 Nondiscrimination and Equal Employment Opportunity**

A. **Nondiscrimination in Employment and Provision of Services**

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. **Nondiscrimination in Subcontracting Practices**

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County Contracts or to obtain or compete for Contracts and subcontracts as sources of supplies, equipment, construction and services. In



considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any Person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Ref: KCC 12.16.020.

C. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits

The County may, at any time, visit the project site, Contractor's and Subcontractors' offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall Provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all Work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to Subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of Contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

F. Compliance with Section 504 of the Rehabilitation Act of 1973

For all Contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Contractor shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

Ref: KCC 12.16.060 D.

## 1.17 Voluntary Small Contractors and Suppliers (SCS) Participation Goal and Contracting Opportunities Program

### A. Contracting Opportunities Program

The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Contractors and Suppliers (SCSs) in the provision of Goods and Services to King County.

### B. Definitions

A "Small Contractor and Supplier" (SCS) means a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000. A business must be certified ("Certified Firm") to be eligible under the program. Contact the Business Development and Contract Compliance (BDCC) Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.

### C. Voluntary SCS Participation Goal

1. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of this Contract and paratransit services to King County. The following percentage is the voluntary SCS goal established for this Contract: Control Center Service: **2%**.
2. The Contractor is strongly encouraged to exercise good faith efforts to meet the SCS participation goal. Evidence of the types of actions, that the County considers as good faith efforts to obtain SCS participation are as follows:
  - a. Obtaining and using King County's Directory of SCSs at the following website: <http://www.metrokc.gov/exec/bred/bdcc/prog/CertSCSDirectory.xls>
  - b. Selecting portions of the work to be performed by SCSs in order to increase the likelihood that the SCS goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SCS participation, even when the contractor might otherwise prefer to perform the work items with its own forces or other vendors.
  - c. Providing interested SCSs with adequate information about the Contract requirements.
  - d. Negotiating in good faith with interested SCSs.
  - e. Not rejecting SCSs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - f. Making efforts to assist interested SCSs in obtaining insurance as required by the Contract.
  - g. Contacting the BDCC Office for assistance
3. During the term of the Contract, if the Contractor determines that it is unable to maintain the SCS goal, the Contractor shall submit a written request to King County that describes the circumstances and explains why the SCS goal cannot be maintained. The request shall describe the Contractor's efforts to obtain SCSs and clearly demonstrate that SCSs were unavailable to maintain the SCS contract goal.

### D. Determination of SCS Eligibility

King County will count only the participation of Certified Firms towards the voluntary SCS goal established for this Contract. The County will count the Contractor's identified participation as follows:

1. The proposer's SCS subcontractor or supply vendor participation shall be calculated as a percentage of the Contractor's total contract amount less all pass through expenses. For example, if a Contractor's total contract amount is \$105,000 with \$5,000 of pass through expenses, and the Contractor indicates that an SCS will do work for a total of \$10,000, the Contractor's SCS participation is 10%.
2. SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SCS has the management and technical expertise to perform using its own workforce and resources.

#### E. Reporting

The Contractor shall submit a "Quarterly Affidavit of Amounts paid to SCS Participant" to the Project Representative on a quarterly basis for every quarter in which the Contract is active (work is accomplished) or upon completion of the Contract, as appropriate. A copy of each report shall be submitted to the following address:

King County Metro - Accessible Services  
821 2nd Ave.  
Seattle, WA. 98104-1598  
Mail Stop EXC-TR-1240

The quarterly reports are due on the 20th of January, April, July and October for the four respective quarters. The dollars reported will be in accordance with subparagraph 4 above.

#### F. Substitution

1. When a SCS subcontractor, is terminated, or fails to complete its work on the Contract for any reason, the Contractor shall make every effort to find another SCS subcontractor to substitute for the original SCS. These efforts shall be directed at finding another SCS to perform at least the same amount of work originally under the Contract as the original SCS to the extent needed to maintain the SCS goal.
2. The Contractor shall send written notification to the BDCC Office at least thirty (30) days prior to replacing a SCS subcontractor. However, in the case(s) of failure to perform, loss of insurance or if the SCS is discovered to be operating in a negligent/illegal or grossly unsafe manner the Contractor shall require the SCS to stop work immediately. The ACCESS and BDCC Offices shall be notified as soon as possible of this action.

#### 1.18 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

#### 1.19 Equal Benefits to Employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of Contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Contractor shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a

mandatory condition for execution of a Contract. The EB Compliance forms and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/gs.aspx>.

#### **1.20 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

## SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

### 2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

### 2.2 Contract Term

The initial term of this Contract shall be **five (5) years, subject to one (1) five (5) year three (3) month extension** to be determined at the County's unilateral option and sole discretion, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-3, Termination for Convenience/ Default/ Non-Appropriation. Maximum term of the Contract will be ten (10) years.

### 2.3 Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

#### A. For Project Management related notices or Documentation:

<b>KING COUNTY</b>	<b>FIRST TRANSIT, INC.</b>
King County <b>Accessible Services</b>	First Transit, Inc.
M.S. EXC-ES-1240	
Exchange Building, 12 <sup>th</sup> Floor	Suite 200
821 Second Ave.	821 Second Avenue
Seattle, WA 98104	Seattle, WA 98104
Contract Administrator – Robert Sahm 206-205-6577	General Manager Janis Webb 206-749-4212
<a href="mailto:bob.sahm@metrokc.gov">bob.sahm@metrokc.gov</a>	

For Contract related notices or Documentation contact:

King County Procurement Services	FirstGroup America	&	First Transit, Inc.
M.S. EXC-FI-0871			
Exchange Building, 8 <sup>th</sup> Floor	14 <sup>th</sup> Floor		8 <sup>th</sup> Floor
821 Second Ave.	600 Vine Street		33-00 Northern Blvd
Seattle, WA 98104-1598	Cincinnati, OH 45202		Long Island, NY 11101
Buyer – Paul Russell (206) 263-9317	Attn. General Counsel		Attn. Matt Wood
FAX (206) 296-7676			
<a href="mailto:paul.russell@metrokc.gov">paul.russell@metrokc.gov</a>			<a href="mailto:mwood11@nyc.rr.com">mwood11@nyc.rr.com</a>

## 2.4 Payment Procedures

### A. Invoices

The Contractor for Work Accepted by the County shall furnish two (2) invoices to:

King County  
Accessible Services  
Donna Moss Transit Planner  
M/S EXC-TR-1240  
Exchange Building, 12<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598

**Important** – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information:

1. purchase order number
2. requester's name and phone number
3. date of invoice
4. invoice number
5. invoice total

For services, invoices shall identify hours worked and Contract hourly rates, or authorized fees. For each item in the Contract, provide: item number, quantity, description, Contract price and when applicable provide the manufacture, list price and discounts.

The County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list or this Contract. If prior acceptance of the higher price has not been done by the County, the invoice may be rejected and returned to the Contractor for a correct invoice.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Addm#2 Q4

**Question:** The costs included in this list of “pass through” charges are not considered as pass through or otherwise exempt from federal indirect cost rate requirements as specified in OMB Circular A-122.

**CLARIFICATION:**

DOT guidelines do not apply to this procurement. See Addenda #1, item 23 deleting the FTA requirements.

### B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the County.

**C. Service Provider & Control Center**

1. The Contractor shall submit to the County an accurate monthly invoice for the vehicle service hours provided according to the payment procedures outlined below. All required reports must be submitted before or with the monthly invoice unless the County approves a delay, in writing.
2. The Contractor shall be paid on the basis of actual vehicle service hours and at the contracted price(s).
3. The Contractor shall submit "pass through" charges for direct reimbursement without mark up or profit for:
  - a. Building/property/trailer leases
  - b. Building taxes and insurance
  - c. Utilities
  - d. Building maintenance
  - e. Approved tenant improvements
  - f. Other charges as negotiated such as Nextel
  - g. Taxes
  - h. (C.C. Taxicab/cabulance- overflow )
4. The Contractor shall provide documentation of original invoices provided with the monthly billing, except for charges that do not change from month to month such as rent.
5. The Contractor shall submit the invoice no later than the fifth (5th) Day of the following month in which the transportation service was provided along with the monthly report. The Contractor shall use an invoice format approved by the County (See ACCESS Monthly Contractor Report, EXHIBIT 5A-2 and 5B-2).
6. The Contractor is responsible for accurate and timely submission of claims and bills. Failure to submit the invoice and monthly reports by the established deadline may result in delayed payments or rejection of the invoice.
7. The County will provide invoice templates for the Contractor to use. Failure to use the proper invoice or incomplete invoices may delay payment. Pass through invoices require copies of original invoices to document actual expense and will be submitted with the pass through invoice. The County will pay current charges and will not pay late fees on pass through invoices. Any credits applied to an invoice previously passed through to the County will be credited to the County.
8. Within thirty (30) Days after receipt of an invoice, the County will pay the Contractor for authorized Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

**2.5 Advance Payment Prohibited**

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

Ref: Article VIII, § 7 of the Washington State Constitution.



## **2.6 Purchase Orders**

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Exhibit 13. The purchase orders issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1-2, Contract Changes.

## **2.7 Pricing**

Prices shall remain firm for the duration of the initial year of the Contract. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A contract amendment issued by the County will institute the price adjustment and establish the effective date for the new prices.

## **2.8 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

## **2.9 Acceptance Process**

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

Acceptance Process. Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.

Correction of Deficiencies Process. If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

## **2.10 Warranty Provisions**

No Waiver of Warranties and Contract Rights. Conducting of tests and inspections, review of Scope of Work or plans, payment for a Work, or Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.



Warranty Term. The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.

Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

## **2.11 Express Warranties for Services**

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.

Contractor warrants that the Services shall be performed in a timely and professional manner by duly licensed and qualified professional personnel with in-depth knowledge; and that the Services shall conform to the standards generally observed in the industry for similar Services.

Contractor warrants that the Services shall be in compliance with all applicable federal, state and local laws, rules and regulations.

Contractor warrants that the performance of the services and any software provided, upgrade or customized is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" any Software. Contractor further warrants that the Contractor does not perform any service that results in electronic self-help that may deprive the County of the use of the licensed Software.

The Express Warranties Set Forth In This Section Are In Lieu Of All Other Warranties, Express Or Implied, Including But Not Limited To The Implied Warranties Of Merchantability And Fitness For A Particular Purpose.

## **2.12 Warranty Remedies**

If at any time during the Contract the Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Work as may be necessary to keep the system in operating order in conformity with the warranties herein.

In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.

Notice Required. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay

could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

### **2.13 Defective Work**

When and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

### **2.14 Independent Status of Contractor**

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

### **2.15 Nondisclosure of Data**

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

### **2.16 Non-Disclosure Obligation**

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

### **2.17 Public Disclosure Requests**

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

Ref: RCW 42.17.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify such items with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

## **2.18 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054 and WAC 296-839, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.

If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.

SARA Title 3 chemicals shall be listed with the percentage by weight of the total product.

A statement as to the intended use of the product.

In addition, the MSDS Shall be sent to BOTH of the following addresses:

Transit Safety  
Attention: Mike Wines  
Building A, Mail Stop: SAT-TR-0110  
11911 East Marginal Way South  
Seattle, WA 98168  
Phone: (206) 684-2915

Facilities Maintenance South  
Attention: Cathy Johnson  
Environmental Compliance  
Building C, Mail Stop: SFM-TR-0100  
11911 East Marginal Way South  
Seattle, WA 98168  
Phone: (206) 684-2266

## **2.19 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

## **2.20 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County shall respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

## **2.21 Changed Requirements**

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2, Contract Amendments.

## **2.22 Ownership/Rights to Work Product**

All data and Work (collectively called "Work Product") produced pursuant to this Contract shall be considered "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by King County. Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to the County the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts, as the County may deem necessary to secure for the County the rights provided pursuant to this section.

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the County. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Work Product developed for this Contract including Preexisting equipment/system needed to operate the Work Product shall be transferred to the County with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license.

Notwithstanding anything in sections 2.22 and 2.23, the Contractor and the County agree with respect to all computer program developments, technical report writing developments, improvements to data sorting or other improvements to data manipulation which are the result of the Contractor's efforts or employees such improvements (the "improvements") shall be the mutual property of the Contractor and the County, and each shall have non-exclusive rights to use such improvements during and after the term

of this Contract, including use for other customers or applications, and neither party shall owe the other compensation in any other form for the use or sublicense of such improvements.

## **2.23 Patents, Copyrights and Rights in Data**

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

## **2.24 HIPAA – Protecting Patient Privacy**

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

## **2.25 Liquidated Damages**

The Contractor acknowledges that the provision of services pursuant to this Contract entails providing specialized, public transportation services, and that it is essential that safe, reliable, and efficient service be provided at all times. Liquidated damages, may be assessed, at the option of the County, in the circumstances detailed in the table set forth below.

	<b>Item</b>	<b>Contact Requirement</b>	<b>Liquidated Damage - Cost</b>
1	Route dropped or reassigned due to	Perform all routes VSHs as assigned	\$1.5 times cost for replacement service per
2	Missed rides	Per daily manifest	\$50 per missed ride

For the purpose of these Contract(s), the productivity rate is defined as the average number of one-way boarding's provided per vehicle service hour.

The goal of this program is to provide the maximum number of rides within the vehicle service hours operated, provided that these trips are operated according to the terms and standards of this Contract.

If on-time performance falls below 90% two (2) or more months in a row, or below 85% in any one month, The County's Contract Administrator shall meet with the Contractor's Project Manager to review the matter and determine what actions will be taken by the Contractor to resolve the problem.

Liquidated Damages may also be assessed. Repeated failures to provide on-time performance will be deemed a material breach of the Contract and shall be cause for termination of the Contract, at the County's option. If on time performance for a particular driver falls below 85% for three (3) or more



months in a row. The County's Contract Administration shall meet with the Contractor's Project Manager to review the matter and determine what actions will be taken to resolve the problem.

The productivity goals for the first five years of the Contract are as follows:

Year	2007-08	2008-09	2009-10	2010-11	2011-12
Goal	1.79	1.80	1.81	1.82	1.83

The responsibilities of the **C.C.- Contractor** are to meet productivity and other timeliness goals. Where the responsibilities are interrelated with the **S.P.- Contractors** both Contractors will be expected to work together, as much as possible, to coordinate the efficient delivery of service.

The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.

Liquidated damages or any excess costs shall not be charged when the delay in completion of the Work is due to a Force Majeure delay or when the County causes the delay.

Prior to assessment of liquidated damages the County will inform the **C.C.- Contractor** and/or **S.P.- Contractor** of the assessment and review any forthcoming explanation. Upon reviewing the explanation the County will determine whether to assess liquid damages. Any liquid damages shall be deducted from any outstanding payment(s) due the Contractor. Liquidated damages are neither a penalty nor a forfeiture; they shall compensate the County solely for the damage(s) to the program's operation caused by the breach of Contract standards

## **2.26 Service Incentives/Disincentives/Appeals**

### **A. Service Incentives**

1. A monetary award amount that the Contractor's staff may earn during their performance on the Contract. It is added to the Contract reimbursement amount to reward excellence in such areas as: a) service quality, b) timeliness, c) technical ingenuity, and d) cost-effective management. The amount of the award to be paid will be determined by the Contract Administrator.

Note: The County reserves the right not to award bonus payments predicated upon budget conditions, allowances or other budgetary factors to be determined at the discretion of the Contract Administrator.

2. Each year the County will establish a ride productivity goal for that year. For 2008, the goal is 1.79 rides per Vehicle Service Hour (VSH). The award is a judgmental evaluation of the Contractor's performance in terms of the following criteria:
  - a. No award will be given the Contractor until it is providing productivity, on average, equal to the goal established for that year.
  - b. For each incremental increase in the system productivity rate (rides per VSH) of one hundredth of a percent (.01%), the pool of Contractors (**C.C.-Contractor** and one to three **S.P.-Contractor(s)**) shall be paid a flat fee bonus of \$10,000.
  - c. The productivity standard shall be calculated based upon the prior three months of service (including the month being invoiced). No productivity award bonus will be paid unless the County's annual productivity goal has been exceeded for the three (3) month average. No productivity award bonus will be paid if average system on-time performance for the three-month period falls below 90%.
  - d. This amount shall be allocated to each Contractor in proportion to their number of FTE equivalents for the month being invoiced. Once a bonus payment has been

paid, it establishes a new productivity standard. No further productivity award bonus payments will be made until productivity increases again.

3. Incentive Amounts

- e. Each month a **S.P.-Contractor** delivers all rides in a timely manner (without a missed ride/trip) the **C.C.-Contractor** and **S.P.- Contractor(s)** shall be awarded \$500.00 each.
- f. Each month a **S.P.-Contractor** \s) has less than two road calls per 100,000 service miles, it shall be awarded \$300.
- g. Each month a **S.P.- Contractor's** drivers have no preventable accidents it shall be awarded \$1000.
- h. Each month a **S.P.- Contractor(s)** meets all the scheduled pull-out times it shall be awarded \$1000.

Service Disincentives

- 1. None of the above incentives will apply if the on-time performance falls below 90% for the individual **S.P.- Contractor**.
- 2. Fifty dollars (\$50) shall be charged to the **C.C.- Contractor** and/or **S.P.- Contractor** for each instance of missed ride (depending on the Parties' obligation or contribution). A "missed trip" is defined as any trip that is one (1) hour or more late.
- 3. Any route that is turned back by a **S.P.- Contractor** to the **C.C.- Contractor** where less than 48 hours is given, that **S.P.- Contractor** shall be charged 1.5 times the VSH cost for service provided by an alternate **S.P.- Contractor** or overflow operator.

Service Appeals

- 1. The imposition of any charges or assessments pursuant to Part 1 Subsections 2-26 & 27 of this Contract may be appealed by the Contractor to the County's Contract Administrator. Such appeal shall be in writing and shall include the explanation why productivity declined. Explanations relating to reasons outside the control of the Contractor shall result in a waiver of the charges. Examples of such explanations shall include snow or other adverse weather conditions, traffic accidents or other unusual traffic. These examples are not intended to be all inclusive. The determination of the County's Contract Administrator shall be final.

## SECTION 3 - INSURANCE REQUIREMENTS

### 3.1 Evidence and Cancellation of Insurance

Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

### 3.2 Insurance Requirements

A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

B. For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

C. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.



3. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

4. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

5. Crime Coverage; Employee Dishonesty

6. Property Coverage: Coverage for all Property to include Mobile Control Units provided by the County. Coverage may be provided via a Property, Auto or Inland Marine Form.

Minimum Limits of Insurance

D. The Contractor shall maintain limits no less than, for:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.

Workers' Compensation: Statutory requirements of the state of residency.

Employers Liability Stop Gap: \$1,000,000.

Employee Dishonesty Coverage: \$ 100,000.

Property and/or Inland Marine: Replacement Value of all property provided by the County to the Contractor under this Agreement

Mobile Data Computer, The **S.P.**-Contractor is required to provide insurance on each unit valued at \$4,000 per unit.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

F. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 11/85 or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

G. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

H. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

I. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

J. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

## Part 2 SCOPE OF WORK



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

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## SECTION 4 - SCOPE OF WORK PARATRANSIT ACCESS

### 4.1 Service Model

#### A. Overview

Specifications in this PART 2 Scope of Work Paratransit Access apply equally to the **Service Providers** and **Control Center**.

#### B. Specific requirements follow in:

##### C.C. Control Center

1. The Paratransit **Control Center** will be the point of public contact for ride screening, ride scheduling, and dispatching. The **Service Providers** shall receive trip schedules from the **Control Center** on a daily basis and shall send out vehicles with drivers to provide the trips. The **Service Provider**, **Control Center** dispatch, and the drivers shall be in contact via the Mobile Data Computer (MDC) and will be able to have radio communication when necessary. The **Service Provider** shall keep the **Control Center** informed of vehicle availability.
2. The **Control Center** shall use TRAPEZE, (a computerized scheduling, dispatch and information system) to develop schedules for vehicles and riders. The **Control Center's** reservations, scheduling and dispatching staff shall determine the specific ride for each eligible rider, which specific route a rider shall ride on and which **Service Provider** shall provide the trip.
3. The **Control Center** and each of the **Service Providers** will have a facility or facilities in the region they are awarded. Inasmuch as a considerable amount of time will pass between the date of the release of this Request for Proposals and the award of a Contract, proposers are not asked to identify facility or base sites. Upon award of a Contract, the successful proposer shall work with the County in selecting a site or sites. King County will accept all approved facility and utility expenses as direct reimbursable. Profit or markup cannot be taken on these expenses directly passed through to King County.
4. King County anticipates that it will constantly refine the service delivery process in order to ensure that the highest possible quality of service is provided. Given the nature of this project, King County is seeking firms that will bring a "can-do attitude" and significant paratransit management expertise to this program. The project will undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. King County is looking for firms that will work cooperatively with the County on these changes. It will not be acceptable for Contractors to react to every suggestion of a change or modification of their procedures with resistance. Firms should view this project as a team effort and strive for decisions, which result in a "win-win" outcome.
5. During the term of the Contract, a change in the management or ownership of the Contractor shall warrant a review by King County to determine if it's in the best interest of the County to either cancel the Contract and procure another vendor or to continue service under new management/ownership.
6. It is expected that demand for service will increase over the initial term of the Contract(s). Although a reasonable amount of effort has been made to establish the service level estimates, it's not possible to precisely determine demand at any given point in time. Service levels will be divided into five (5) ranges for each Contract (see, **EXHIBIT 13, Pricing Sheets**).

### 4.2 Introduction to Paratransit Transportation Services

King County manages the Paratransit Transportation program, which provides the following services:

#### A. ADA Paratransit service

Curb-to-curb van service provided within  $\frac{3}{4}$  mile of non-commuter fixed-route service during the same days and hours as fixed route in an area where next-day trips are available. Riders may be subject to conditional eligibility

B. King County Community Transportation program:

The King County Community Transportation Program is established to supplement available public and private transportation services operating in King County that are targeted to individuals with special transportation needs. Services provided under this program are as follows:

1. Door-to-door
2. Hand-to-hand
3. Subscription
4. Exceptions to the ADA service area

C. Community Access Transportation Programs (CAT)

Agency Agreements are established to provide limited numbers of rides on a space available basis only. The County has agreements established currently with agencies such as Senior Services of Seattle and Northshore Senior Center. King County may, at its option award to one or more of the chosen **Service Provider(s)** some or all of the CAT Maintenance Service through the Access Transportation Contracts. Implementation of this will follow award of the different Contracts and establishment of the base locations.

#### 4.3 Types of Paratransit rides to be provided under the Contract

A. Demand Response

Rides where individuals call to request non-routine trips. Demand requests shall be made between 8:00 a.m. to 5:00 p.m., one (1) to three (3) Days in advance. Reservations may be made for next Day service and up to three (3) Days in advance.

B. Subscription or Standing Rides

Rides for which individuals travel to and from the same origin and destination, at the same time of day, and at least once a week. This type of ride is requested through a standing reservation rather than a daily request.

#### 4.4 Service Model & Transfer Trips

A. Hours of Service

1. Access provides transportation comparable to non-commuter, fixed route service. The County uses several maps, called service area boundaries, that describe the times and areas served. While transportation is provided seven (7) Days a week and 24 hours a Day, the service area will expand and diminish with changes in the amount of fixed route service available (i.e. more service during peak commute times). Each Contractor shall be available to provide service on a seven (7) Day a week 24 hour a Day basis. Currently service between the hours of midnight and 4 a.m. are provided by our overflow (taxi) operators.
2. The County expects comparable levels of performance across all hours of service. The **Control Center** and **Service Provider(s)** shall ensure that, even on weekends and holidays, qualified, capable and experienced staff and supervision are available to ensure the delivery of safe, professional, and high quality service. The Contractor's failure to ensure the availability of qualified personnel pursuant to the foregoing contractual expectations shall be

deemed a material breach of contract and subject the Contract to immediate termination at the County's option.

3. There is no same day service.

#### B. Special Service

1. Holiday Service is a reduced level of trips and will likely be provided on seven (7) national holidays per year:
  - a. New Years Day
  - b. Presidents Day
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Thanksgiving Day
  - g. Christmas Day
2. Holiday Service generally offers a reduced level of trips in a smaller service area over a corresponding reduced fixed route service area. The number of routes to be operated is determined during the week prior to the holiday in response to ride demand. However 30% of all trip requests are now being made the Day before service and so there may be adjustments to the number of service hours required, up to the Day before service.

#### C. Transfer Trips

1. The County is one of seven (7) transit systems in the Central Puget Sound Region that has agreed to recognize the ADA eligibility of riders certified by any other regional transit provider. Therefore, regular travel between counties in the region occurs which requires transfers between the various paratransit systems.
2. In addition, the County has established "transfer points" at several locations in the county where riders are brought to transfer onto other Paratransit vans in order to consolidate transportation demand and from these transportation hubs they are dispersed on return trips.
3. With the implementation of changes to ACCESS Transportation initiated by the paratransit policy ordinance, ACCESS Transportation may be supplying more "feeder-to-fixed-route" van service. Riders who have barriers getting to the fixed route service but can successfully ride fixed-route service upon reaching an accessible zone or station may receive this service. ACCESS vans will provide the van service to the rider at either end of their fixed-route trip, when required. This service requires coordination by the **Control Center** with fixed route and train schedules both in scheduling and service delivery.

### 4.5 Vehicle Service Hours

#### A. Overview

1. **Vehicle Service Hours (VSH)** are the basic measure for service levels and the variable unit of compensation in the Contracts. A VSH is defined as the time the vehicle leaves its base for the first passenger pick-up of the driver's shift or service day, to the time it arrives at its base from the last passenger drop-off of the driver's shift or service day. Lunch breaks and other breaks required by law, pre-trip inspection time, and scheduled and unscheduled maintenance periods are not included as part of the **Vehicle Service Hours**. Two ten-minute breaks and a 30-minute lunch break in an eight (8) or ten (10) hour shift shall be deducted from the **Vehicle Service Hours** unless the Contractor demonstrates that the lunch and/or breaks were not

taken. The Contractor is responsible for ensuring compliance with all applicable laws and regulations, including any that require that its employees be provided with periodic breaks during a work day. Fueling time is not part of a VSH. The County will use TRAPEZE data to verify these records.

2. In the table below, projections of the ACCESS Transportation VSH, distributed by **Service Providers**, and in aggregate, are listed. These are projections for a maximum of five (5) years, and do not constitute a guaranteed number of **Vehicle Service Hours**. Distribution of service between **Service Providers** is subject to change during the life of the Contract.
3. The target number of service hours and consequent placement along the ranges will be determined by the Contract Administrator and may change either up or down the continuum. (See Service Hours in Definition of Words and Terms).
4. The **Control Center**, in conjunction with the **Service Providers**, prepares route bids (usually in the Spring and Fall) which maximize system resources. Route shift times determine the general start time and duration of routes, but can vary by up to one hour, on a daily basis. The County reserves the right to adjust routes as service demands change.
5. Routes have established start times. However, these times may be flexed by the **Control Center** to within 60 minutes of the regularly assigned time to meet operational requirements. The **Control Center** shall notify the **Service Providers** by 6:00 p.m. the day before service, if such a change is needed.

#### B. Adjustment in VSH

1. **Service Providers** shall provide the number of **Vehicle Service Hours** specified by the County, as scheduled by the **Control Center**. The **Control Center** and **Service Provider** shall have the ability to make daily adjustments of the number of daily service hours to be operated predicated by demand.
2. The County will inform the Contractor at least 30 Days in advance of its intention to change service level ranges. The Contractor will have three (3) working days to respond to the County with any concerns it may have. Movement to a new range and its incumbent fixed monthly and VHS rate will commence on the first day of the month following the notification period. (See **EXHIBIT 13, Pricing Sheets**).
3. Because some months have more weekdays than others, occasionally the number of VSH will either exceed or fall below the range of hours in a VSH range. For these occasional fluctuations the County will not adjust the VSH range assigned and Contractors will be paid the variable and fixed rate for the range they are authorized. However if a pattern continues for three (3) consecutive months the County will adjust the range.
4. The County may for any reason adjust the allocation of **Vehicle Service Hours** of any or all **Service Providers** higher or lower, depending upon efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contract etc.
5. ACCESS Transportation seven year service hour projections (Table 1) – displays the distribution of **Vehicle Service Hours**. These are projections/estimates and do not constitute guaranteed **Vehicle Service Hours**.

Table 1 – ACCESS Transportation Five year Vehicle Service Hour Projections



<b>Bases</b>	<b>Year 1 2007-2008</b>	<b>Year 2 2008- 2009</b>	<b>Year 3 2009- 2010</b>	<b>Year 4 2010- 2011</b>	<b>Year 5 2011- 2012</b>
Eastside	300,000	310,000	321,000	325,500	334,000
Seattle South	212,000	218,000	226,500	230,000	236,000
Seattle North	143,000	147,000	152,500	154,500	159,000
<b>Total</b>	<b>655,000</b>	<b>675,000</b>	<b>700,000</b>	<b>710,000</b>	<b>729,000</b>

6. Distribution of service between **Service Providers** is subject to change, and the Contractor is expected to provide service throughout the County.

#### 4.6 King County's Responsibilities

##### A. For Service Providers

1. Provide fuel
2. Supply vehicles to the **Service Providers**.
3. Allocate **Vehicle Service Hours** and vehicles among **Service Providers**.
4. Set fares and fare policy and sell pre-paid fare media.
5. Provide the Mobile Data Computers for all County owned vehicles, and all related commercial charges. The Contractor is required to provide insurance for the MDC's as part of the vehicle. The County will be responsible for routine maintenance expense of the MDC units; the **Service Provider** shall be responsible for any MDC repairs due to neglect or abuse.
6. Jointly with **Service Provider** locate and lease Operation Bases as determined by King County.

##### B. For Control Center

1. Supply the scheduling/dispatch software (TRAPEZE), customer service database (ACTION), and other databases, spreadsheets and templates necessary to control and monitor the service. King County will provide workstations and software to run these software applications.
2. Supply and maintain hardware for the wide area network and the interactive voice response system as determined by King County.

##### C. For S.P. & C.C.

1. Monitor and manage Contracts with the **Control Centers** and **Service Providers**.
2. Provide the two-way mobile radios for all County owned vehicles, dispatchers and support staff.
3. Provide program management and direction.
4. Develop all policies for ACCESS service, and ensure that appropriate procedures are developed to implement them.
5. Provide programming and system analysis support as determined by King County.
6. Establish eligibility criteria and process applications for Passenger registration, maintain up-to-date eligibility file.
7. Define service standards and performance criteria.
8. Define transportation service.

9. Produce and distribute Passenger service information.

#### 4.7 Pricing Range

Proposers are asked to determine pricing for each of the ranges, for each contract, they choose to propose on. Price details and cost build-up will be split into these general categories: (See EXHIBIT 13, Pricing Sheets)

##### A. Service preparation period

Service preparation period or start-up charges are those expenses incurred by the Contractor from the date of award through the first day of service. Service preparation charges shall also include those expenses incurred as part of the start-up (such as driver training) in order to achieve the level of service required in this contract, even if incurred after the start date, provided the contractor can demonstrate to the County that the expenses resulted from an ongoing process of implementing service to the number of service hours requested by the County. The Service Preparation period shall not be considered part of the first year of the contract. Service Preparation costs shall be submitted for reimbursement monthly as incurred. Only actual Service Preparation expenses will be paid and shall be accompanied by copies of original invoices. Travel, lodging, and meals cannot exceed government per diem rates.

##### B. Fixed monthly fee

A Fixed monthly fee will be billed uniformly throughout the life of the contract, each month, and is intended to cover those expenses in each of the five (5) ranges of **Vehicle Service Hours** that are delivered by the **Service Providers**. This fee will not be affected by the number of VSH's delivered until the numbers fall outside the maximum or minimum of the range. (See Exhibit 13 Pricing Sheets)

- Example: Management and administrative salaries, benefits, office supplies, profit, standard liability insurance

##### C. Variable rate

1. In addition to the fixed monthly fee, the Contractor shall be paid a variable rate for other expenses necessary to provide the transportation Services. This shall include compensation for all hourly staff and shall be calculated on the basis of how many **Vehicle Service Hours** are dispatched by the **Control Center**, and delivered by the **Service Provider**. The rate will be determined for each of the five ranges of **Vehicle Service Hours** and billed according to actual VSH's delivered.) (See EXHIBIT 13, Pricing Sheets).
  - Example: Driver and maintenance staff wages, overtime and benefits; training expenses.
2. The County may adjust, at any time, the allocation of VSH of any or all **Service Providers** higher or lower, depending upon efficiency, price, productivity, service quality, ride demand, changes in fixed-route scheduling, and or changes in policy.

##### D. Direct Cost Reimbursement

1. Direct Cost Reimbursement shall be allowed for costs associated with the facility by direct reimbursement. Direct reimbursement will also be paid for additional work, equipment, and travel as authorized in writing by the Contract Administrator and in accordance with County procedures.
  - Example: facility expenses: building leases, property taxes, property insurance, utilities, building maintenance, tenant improvements (but not ongoing supplies), monthly radio charges; B&O taxes. Late fees shall not be reimbursed by the County and remain the

responsibility of the contractor. All expenses for building maintenance and tenant improvements shall be approved in advance by King County.

2. The Contractor may be required to delineate their costs and pricing at anytime before or during the term of the contract. Profit or mark up cannot be taken on expenses directly passed through to the County.
3. The C.C. will maintain the Nextel radio base station and all other Nextel radios. The S.P. shall treat the cost of radio air time as a pass through to the County.
4. The County has established separate contracts for fuel supply and pays these expenses as a pass through.

#### 4.8 Staffing

##### A. Standards for Management and Supervision

1. The Contractor shall be responsible for determining the direct staffing levels and salaries required to delivery the service assigned through the central **Control Center**. The Contractor shall also be responsible for ensuring that all ACCESS Transportation policies and procedures are followed (See Exhibit 10).
2. The Contractor shall ensure that sufficient staff are hired and retained to meet this Contract's service requirements. The County reserves the right to reduce the Contractor's monthly invoice appropriately for any management or supervisory position such as Project, Operations, Information Service or Maintenance Manager, left vacant for more than sixty (60) Days.
3. The Contractor's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligations herein. As such, failure to provide suitable personnel consistent with the County's contractual expectations as set forth herein shall be deemed a material breach of contract and subjects the Contract to immediate termination at the County's option. The Contractor shall ensure that its employees are qualified, capable and suitable to perform the requirements of this Contract and the County reserves the right to provide input to the Contractor in determining the suitability of any employee to continue performing the work pursuant to this Contract. The Contractor shall provide all pertinent employee records regarding incidents/accidents, passenger complaints, etc., to King County as soon as possible upon request.

##### B. Prohibition of hiring or retaining staff Convicted of the following offenses

1. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation, and unlawful sexual acts.
2. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, kidnapping, extortion, carrying or use of a deadly weapon.
3. Crimes involving the physical control, sale, use, transportation of controlled substances.
4. Crimes involving dishonesty such as fraud, embezzlement, the mishandling, theft, and/or the misappropriation of funds or property, possession of stolen property.
5. Hate crimes or other conduct involving serious or repeated discrimination or harassment based on race, creed, color, religion, sex or sexual orientation (municipal law applies in Seattle).

##### C. Project Manager (key person)

1. The Contractor shall determine the appropriate assignment of Contract management staff to successfully implement the scope of this Contract. The Project Manager shall be the

Contractor's representative for the administration of the Contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, the County shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing.

2. The Contractor shall insure that the Project Manager has demonstrated managerial experience in public transportation operations or a similar industry, including supervisory experience. The Contractor shall insure that the Project Manager is assigned to this project full time, at a minimum of forty, (40) hour per week.
3. In all aspects of managing this service on the County's behalf, the Contractor shall insure that the Project Manager exhibits a passenger orientation and commitment to continuous quality improvement in how service is delivered. The Contractor shall insure that the Project Manager exemplifies a 'can-do' attitude and belief in a team approach, fostering good communication with all parties involved with the use and delivery of ACCESS Transportation.
4. The Contractor shall insure that its Project Manager oversees the proper operation of the service as set forth in this Contract including managing the operations, the service's accounts and operating records, any subcontracts and the Vehicle Bailment and supervising all Contractor personnel hired to perform services provided under this Contract.
5. The Contractor shall insure that the Project Manager responsibilities include but are not necessarily limited to supervising the following:
  - a. Scheduling of all regularly assigned project personnel and resources
  - b. Arranging the assignment of the Contractor's back up personnel and resources
  - c. Distribution and/or collection of daily operating reports.
  - d. Preparation of monthly reports and summaries. Analyze trends and prepare responses.
  - e. Maintenance of project accounts.
  - f. Preparation of monthly invoices, which shall document all charges.
  - g. Immediate responsibility for any operational problems and passenger complaints.
  - h. Acting as the liaison between the Contractor and King County.
  - i. Have the authority to act independently on behalf of the Contractor.
  - j. Promote and maintain a high quality of passenger service and system productivity.
6. In the temporary absence of the Contractor's Project Manager, the Contractor shall insure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Contractor shall ensure that its Project Manager or the designated supervisory personnel shall be available during all hours of transportation service operation to make decisions and provide coordination as necessary.
7. In order to ensure the continuity of consistently high service standards over the life of this Contract, it is the County's expectation that the Contractor shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. The Contractor's retention of such key personnel is of significant importance to satisfactory Contract performance. It is the County's expectation that the Contractor shall retain the services of the Project Manager it names in its proposal to provide services pursuant to this Contract for a minimum of one (1) year from the Contract Start date. If for reasons other than a personal termination (voluntary resignation) or emergency, the Contractor fails to retain the services of the named Project Manager for the time specified, such failure shall be deemed to be a material breach of contract and subject the Contract to immediate termination, at the

County's option. Additionally, if the Contractor fails to retain the services of the named Project Manager, subject to the foregoing exceptions, liquidated damages in an amount equal to the Project Manager's annual salary may be immediately assessed by King County, and collected through a reduction in payment owed the Contractor in the next invoice cycle, or as otherwise agreed to at King County's discretion. Such liquidated damages shall not act as a penalty or a forfeiture, but rather, shall compensate the County solely for the damage(s) to the program's operation caused by the Contractor's failure to adhere to contractual requirements and standards.

8. The Contractor shall ensure that its key personnel, including the Project Manager, are sufficiently experienced, qualified and skilled to provide the service requirements contemplated by and established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Contractor intends to replace its named Project Manager, or other key personnel, the County shall be afforded notice and the opportunity to provide input to the Contractor regarding any proposed replacement. As such, the Contractor shall submit to King County the resume and qualifications of a suitable replacement within thirty (30) days after notification of the Project Manager's resignation or termination. The Contractor agrees to give serious consideration to the County's input regarding any proposed key personnel replacements. The Contractor's failure to provide a suitable Project Manager, Maintenance Manager, Information Service and/or Operations Manager, whom are qualified and capable of satisfactorily providing the services contemplated by and required pursuant to this Contract, may result in termination of the Contract..

#### 4.9 Transportation Service Area(s)

King County's Paratransit service area encompasses up to  $\frac{3}{4}$  mile from King County fixed-route service with the eastern boundary expanded to  $1\frac{1}{2}$  miles from fixed route. Areas within the Urban Growth Boundary are filled in. Occasionally a transfer trips maybe required when servicing outside the  $\frac{3}{4}$  mile zone around a fixed route. The service area and hours of service are subject to change when fixed-route service changes in order to maintain comparable service. In addition, the service area may change at the discretion of the County. Maps of the combined service area by day of the week can be found in EXHIBIT 9.

There are no formal service boundaries. The areas indicated in the RFP are for the purpose of establishing approximate base locations only. All Service Providers are expected to provide transportation services throughout the program's service area.

##### A. Eastside Base area

- **East** of Lake Washington. It includes the city of Kenmore.
- **North** border is the King/Snohomish County Line.
- **Southern** boundary extends to the King/Pierce County line. The southern area which includes the Cities of Burien, Des Moines and Federal Way is served by both the Eastside base and the South Seattle Base.

Similarly, Mercer Island is served by both the eastside base and South Seattle base.

The County assumes that two bases will be necessary to serve the eastside.

##### B. Seattle South base area

- **South** of the Ship Canal. The Southern area extends to the King/Pierce County line east of Highway 167. Service to Burien, Des Moines and Federal Way is served by both the eastside base and the south Seattle base.
- **West** of Lake Washington.

Mercer Island is served by the eastside and south Seattle base. Service to Vashon Island is part of the South Seattle territory.

C. Seattle North base area

- **South** border is the Ship Canal, with some service in downtown Seattle.
- **East** border is Lake Washington
- **North** border is the King/Snohomish County line
- **West** border is Puget Sound

#### 4.10 Adverse Weather/Emergency Conditions

- A. Regular service may be suspended in any area due to adverse weather or other emergency conditions. The County may also make other exceptions for events such as civil disruptions or natural disasters. When this occurs, the Contractor shall ensure that drivers are available to meet emergency service needs including critical trips. The general areas of responsibility for managing and supporting service in adverse weather or other emergencies are as follows:
1. Contact the County for service level definition.
  2. Provide status reports of service changes and roadway conditions throughout the day.
  3. Determine level of service available for the day and notify County operations management.
  4. (C.C.) Adjust staffing levels to respond to rider calls.
  5. **S.P.)** Report to the County the number of drivers properly trained and prepared to perform assigned service.
  6. **S.P.)** Prepare all vehicles scheduled for service for specific emergency condition, e.g. chains for tires during snow.

#### 4.11 Drug and Alcohol Testing

A. Prevention Program

1. In order to ensure a drug-free workplace, the Contractor shall be required to have in place a drug and alcohol prevention program that complies with the Omnibus Transportation Employee Testing Act of 1991, including alcohol and drug testing of all transportation workers who hold "safety-sensitive" jobs. The Contractor's drug and alcohol prevention program shall comply with the Federal Transit Administration's Drug and Alcohol Testing Regulations, 49 CFR Part 40 & 655, which, among other things, requires that drug and alcohol tests be given to safety-sensitive employees in the following circumstances:
  - a. Pre-employment
  - b. Reasonable suspicion
  - c. Post-accident
  - d. Random (currently 50% of "safety-sensitive" employees shall be tested annually for drugs, 10% for alcohol)
  - e. Return to duty/follow-up
2. The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

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3. If additional drug and alcohol prevention requirements are imposed after the effective date of this Contract and such requirements cause an increase in the costs of the Contractor to perform under this Contract, the Contractor may submit a claim for these costs in accordance with PART B, Subsection 1-2 Contract Change of this Contract.
4. Contractors and Subcontractors may be allowed to participate in the County's random testing pool program, under King County's existing Contract for drug and alcohol testing services. If Contractor(s) is interested in participating, please contact Lori Jones at 206-684-1750 for more information.
5. Contractors and Subcontractors shall be subject to drug and alcohol program audits to ensure compliance with the federal drug and alcohol testing procedures of 49 CFR Parts 40 & 655. The King County Drug & Alcohol Program Manager, who is responsible for certifying compliance with the FTA, and Accessible Services staff will conduct, at a minimum, annual audits. Additional quarterly monitoring of testing statistics will also be required.



## SECTION 5 - S.P. - SCOPE OF WORK SERVICE PROVIDER

### 5.1 Operations of Service Provider

#### A. Overview

1. In PART 2-**S.P.** Scope of Work “**S.P.-Contractor**” refers to the **Service Provider** Contractor and its responsibilities.
2. Provide for daily deployment and return of vehicles and operators.
3. Coordinate the transfer of vehicles to other **Service Providers** on an as needed basis.
4. Communicate daily with the **Control Center’s** dispatch regarding vehicle and driver availability, schedule adherence and any other operational issues.
5. Perform maintenance on ACCESS fleet (and CAT and possibly RideShare/VanPool fleets) vehicles and on-board vehicle equipment to standards established by King County.
6. Coordinate the flow of maintenance information and maintenance of vehicles from satellite facilities for maintenance.
7. In order to improve the delivery of service, make recommendations on operating changes, to the King County Contract Administrator as they become apparent.
8. Maintain records and data for this service.
9. Work with King County’s **Control Center** operator and other Contracted **Service Providers** in the development of “Policies and Procedures” which will establish operating methods, procedures and protocols for all to follow.
10. Be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for the citizens of King County.
11. Participate in coordination meetings with King County, King County’s Contracted Control Center and other Contracted Service Providers. (See also 3-1, 6. a-d)
12. The Contractor shall ensure that its employees respond to passenger inquiries and requests in a positive and appropriate manner. The Contractor shall make every effort to ensure the development of a service that reflects a level of passenger care and service delivery that provides passengers with a comfortable, safe, and secure environment during all phases of their trip. The Contractor and its employees shall provide an atmosphere within the vehicle and an appearance outside of the vehicle that instills pride in workmanship and appearance. The Contractor shall ensure that its staff shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet passenger needs.

#### B. Software

1. **Service Provider** is required to use the King County provided maintenance software (Maximus M5) to track all vehicle maintenance work, fueling, and mileage data. The **Service Providers** shall insure that their maintenance staff attends software training (at **S.P.-Contractor’s** expense).
2. The **Service Provider** is required to use the County provided passenger service software (Action) to manage all passenger complaints, passenger commendations and staff concerns.
3. **Service Provider** is required to use the County provided TRAPEZE software to perform trip edit function to reconcile manifest data with actual data.

4. **Service Provider** is required to use the County provided software to print manifests, and to monitor on-time performance, driver routing concerns, vehicles leaving lot late, and vehicles not returning to the lot promptly.
5. **Service Provider** shall provide basic desktop computers, business software MS "XP" or higher, and keep the hardware and system current during the term of the Contract. The **Service Provider** shall provide all support and maintenance for their computers and for its LAN.

C. Communication

1. Provide phone lines for voice, fax and data transmission.
2. Provide all necessary telephone and office equipment including coin counter, fax, TDD and related products. The County will provide the WAN connections.
3. King County will provide, or pay for as a direct reimbursed pass through expense, the two-way portable/mobile radios for all County owned vehicles.
4. Routine maintenance for the MDC's will be conducted by an independent vendor who will Contract directly with King County. **Service Provider** is responsible for MDC repairs due to negligence or abuse.

D. Fares, Collection, Recording, Handling, and Reconciliation

1. Fares shall be collected for:
  - a. Eligible riders
  - b. Companions six (6) years or age and older
  - c. Pets leashed or in a container sitting on the floor
2. Fares shall **not be** charged for:
  - a. Attendants
  - b. Companions age five (5) and under
  - c. Service Animals
  - d. Pets remaining on rider's lap
3. Fare accounting of all cash fares will be retained by the **S.P.**-Contractor and deducted from the amount due on the **S.P.**-Contractor's monthly invoice. The **S.P.**-Contractor shall have the responsibility for properly collecting, handling, recording and reconciling fares in conformance with King County policies and procedures.
4. The **S.P.**-Contractor's drivers are to be responsible for collecting or verifying a valid fare from each rider upon boarding. All cash fares are to be placed in envelopes.
5. The **S.P.**-Contractor's drivers are to be responsible for recording the fare presented by each passenger or companion, and any non-payments, directly on their MDC and or manifests.
6. Weekly and Monthly Fare Reporting, from all vehicles, for each date is to be counted and subtotaed as to cash, the number of passes and non-payments, or other fare media assigned by King County. This record shall include the reference number for the corresponding bank deposit.
7. All fare envelopes are to be turned in daily.
8. Month End Fare Reporting of fares collected during the month for each type of payment, and the number of non-payments shall be reported in a format specified by King County.

9. The **S.P.-Contractor** shall be responsible for reconciliation of fares under procedures set forth by King County. The **S.P.-Contractor** shall also be required to conduct spot audits of individual driver fare receipts and fare data. These audits shall be conducted on a random basis to sample all routes and in other cases where circumstances indicate such action as warranted. The **S.P.-Contractor** will be notified in advance of the routes to be audited. It is anticipated that 25-50 spot audits will be performed each month in each of the larger service areas and 5-10 spot audits in the smaller area.

E. Safety Program

1. The **Service Provider** is to develop an ongoing safety program approved by the County. This program shall be separate from the **Service Provider's** safety program
  - a. Driver procedures for handling emergencies and incidents (medical, fire, safety)
  - b. Site evaluations
  - c. Handling emergency equipment
  - d. Road emergency
  - e. Assault information
  - f. Handling potential blood borne pathogens
  - g. Accident response plan
  - h. Accident review process and analysis
  - i. Criteria for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
  - j. Employee re-training provision
  - k. Driver incentive provision
  - l. Programs and methods to be used in promoting safety awareness
2. The **S.P.-Contractor** shall ensure that its safety staff attends a monthly meeting with the County's **Control Center** staff, and safety staff of other providers.
3. Contractor is required to document its Safety Program. King County's Contract Administrator will review the program to ensure that it is consistent with desired safety program requirements

F. Accident/Incident Investigation and Standards

1. Upon receiving notification of an accident or incident from a driver, the **Service Provider** shall notify **Control Center** dispatch and the County Contract Administrator (via phone), or designee. All accidents involving property damage preventing a vehicle from proceeding in service operation, incidents in which on-site medical or first aid attention is given to a rider, driver, or other person involved in the accident or incident, or if any person is transported to a medical facility or in any instance that the exterior of the vehicle comes into contact with a pedestrian, the County Contract Administrator or designee shall be notified immediately (via phone). All data surrounding the accident shall be entered into the Action software.
2. All accidents (See Transit Definition of Words and Terms), including those accidents involving vehicles used in the provision of service provided under this Contract, or involving the County-owned vehicles, shall be reported to the County by fax within 24 hours of the accident.

3. Accidents involving injuries to persons, response by police or emergency medical or fire personnel shall be reported by phone to the County's Contract Administrator or designee immediately following the **S.P.**-Contractor's knowledge that such conditions exist.
4. Accident reports shall be legible, and include the following information:
  - a. Accident identification number (assigned by the **Service Provider** in the Action software).
  - b. Date and Time
  - c. Service Provider
  - d. Vehicle license number
  - e. Route number
  - f. Driver name
  - g. Description of accident, incident, injuries, and property damage
  - h. Name, address and phone number of all parties involved, including witnesses
  - i. Copy of all applicable police reports.
5. The **S.P.**-Contractor's designated accident investigation staff shall respond immediately in person to the above described incidents or accidents and complete an accident investigation checklist.
6. In addition to the accident, incident and breakdown reporting and investigation requirements stated in this Contract, the **S.P.**-Contractor shall follow the emergency response and notification procedures developed by the **S.P.**-Contractor and approved by the County prior to beginning service under this Contract (EXHIBIT 10, Transportation Policies : Accident).
7. The County's maximum per **Service Provider** for preventable accidents shall be no more than two, (2) per 100,000 miles of service provided.
8. The **Service Providers** shall also record details of the accident in the Action software. Any repairs required as a result of the accident shall be entered into the maintenance software, M5. Additionally, a follow-up summary of all action taken by the **S.P.**-Contractor, up to and including resolution, i.e. repairs, driver counseling or discipline, may be requested by the County. The response may be made via fax or mail. Such a summary shall be provided no later than one (1) week following resolution of the accident. A final report shall be provided at month-end to the County's Contract Administrator explaining the disposition of the accident by type, either "preventable" or "non-preventable".
9. **Service Providers** shall provide a local or toll free contact for all claims resulting from accidents or incidents.
10. **Service Providers** shall keep accident files within the maintenance software M5 open until all repairs have been made and claims have been settled.
11. All incidents (See Transit Definition of Words and Terms) occurring during the provision of service provided under this Contract, or involving the County-owned vehicles, shall be reported to the County via Action software within 24 hours of the incident. The report shall include the following information:
  - a. Incident identification number (assigned by the Action Software)
  - b. Date and time of incident
  - c. Service Provider

- d. Vehicle license number
  - e. Driver name
  - f. Detailed description of incident, including whether injuries were involved
  - g. Name, address and phone number of all parties involved.
12. A follow-up summary of actions taken by the **S.P.**-Contractor up to and including resolution of the incident, i.e. driver counseling or discipline, clients contact, shall be reported to the County via fax or email. Such a summary shall be provided no later than one (1) week following resolution of the incident.
13. All incidents are to be entered into the Action Software. All fields within the program shall be completed and reviewed for completeness and accuracy.

G. Performance

- 1. The **S.P.**-Contractors shall ensure that it has an adequate number of drivers available to provide service according to the schedules developed by the **C.C.**-Contractor.
- 2. See PART 1, Subsection 2.26 Liquidated Damages for Performance and failure to have sufficient drivers available for service.
- 3. The **S.P.**-Contractor is expected to meet the following on-time performance standards:
  - a. The driver shall leave the parking lot not later than the beginning time of the route as printed on the manifest. At least 98% of all routes shall depart on time.
  - b. The on-time performance standard for rider pick-up is 90% or more. All riders shall be picked-up no later than the end of their 30 minute window. The **S.P.**-Contractor is expected to manage its driver work assignments and resources to assure a 90% on-time service delivery.
- 4. The County shall supply management on time performance reports. Current reports include, number of the late trips per route by date, driver's daily on time performance percentage, drivers on time performance from month to month. See **EXHIBIT 2**.
- 5. "On time" shall be defined as within fifteen (15) minutes before and fifteen (15) minutes after the pick-up time recorded at the time of the initial trip request. At the time of the riders' initial trip requests, the riders shall be told their trip will be provided within a 30 minute window.

For example: for a pick-up scheduled on the vehicle manifest as 10:15, riders shall be told "You will be picked up between 10:00 and 10:30." In this example, "on time" means no earlier than 10:00 and no later than 10:30. Vehicles arriving at or before 9:59 are early; vehicles arriving at or after 10:31 are late.
- 6. A vehicle and driver are meeting the requirements of this Contract when they are available to deliver all rides scheduled by the **C.C.**-Contractor, except in the case of vehicle breakdown, accidents, adverse weather or similar service interruptions beyond the **S.P.**-Contractor's control. Service demand may change from day-to-day. End times for each schedule may vary; therefore the **S.P.**-Contractor shall ensure that its work assignments allow for this variability. The **S.P.**-Contractor shall ensure that its builds sufficient flexibility into its staffing plans to adjust to scheduling requirements on a day-to-day basis.
- 7. Rider Assistance policies are included as EXHIBIT 10. Proposers should review these policies thoroughly to understand the expectations of riders and drivers.
- 8. The **S.P.**-Contractor shall ensure its driver(s) complete a pre-trip form at the beginning of each route. The form is to be completed using the MDC. Defects on the vehicles are compiled by

computer and are sent to the **S.P.-Contractor's** Maintenance Manager for consideration. See, EXHIBIT 12 VEHICLE BAILMENT for details on the items inspected.

#### H. Passenger Service Expectations

1. In general most complaints, concerns and commendations are reported directly to the **Control Center** or King County Metro. The **Service Provider** shall investigate and support the County and the **Control Center** in responding to passenger complaints and comments regarding the service. Routine matters are assigned via the Action software to appropriate parties and should be responded to within three (3) working days. Because some cases involve multiple parties (**Service Provider** and **Control Center** departments), the County's standard is to respond to and close all cases within ten (10) working days.
2. The County will provide the **Service Provider** with Action Software. The County will provide the **S.P.-Contractor** with instructions and training on the use of the Action Software used to collect and report passenger comments. The **Service Provider** shall designate 1-2 contact persons to handle passenger comments.
3. Occasionally there are priority cases, the **Service Provider** shall respond to fax or telephone inquiries within 24 hours. The **Service Provider** shall keep Passenger Service in the **Control Center** informed of investigations that take longer than 24 hours.
4. All files shall be reviewed daily for pending responses.

#### I. Data Collection, Reports and Surveys

1. The **S.P.-Contractor** shall be responsible for collecting and updating service data information in the software applications supplied by the County. The required reports shall be determined in cooperation with the County and the **C.C.-Contractor**. These reports and their source documentation (computer files, driver logs, etc.) shall be retained by the **S.P.-Contractor** throughout the term of this Contract and for a period of six (6) years after the end date of this Contract.
2. The **S.P.-Contractor** shall submit a monthly report (see, EXHIBIT 5B-2, ACCESS Monthly **S.P.-Contractor** Report) no later than the fifth, (5th) business day of the following month, according to the requirements of the Contracted **S.P.-Contractor**.
3. The **S.P.-Contractor** shall not normally receive passenger feedback except by receiving comment cards, which should be delivered to **Control Center** dispatch within 24 hours of receipt. In the unusual event of a manager or road supervisor receiving a comment, the **Service Provider** shall report all passenger contacts (comments, complaints and commendations) to the County within 24 hours of receipt. The County requires follow-through on complaints received by the County regarding transportation. The **Service Provider** shall resolve any complaint received from **Control Center** dispatch or the County using the **Service Provider's** complaint resolution procedures, which shall be incorporated into the Contract upon the County's approval.
4. The **Service Provider** shall respond to the County's requests for information to assist the County in investigation and resolving a complaint. **Service Providers** shall, if requested by the County conduct their own internal investigation and provide the County with their written findings.
5. The **Control Center** shall provide passenger service staff, which shall take complaints, compliments or comments by phone during reservation hours and by letter, fax or email. All complaints shall be assigned a number and entered into the "Action" database on the day received. The County will provide "Action", the software application used to track comments, commendations and incidents. Notification of a complaint received shall be sent to the passenger within three, (3) working days. All complaints shall be acted upon within ten, (10)



working days. The Action program shall be available to the County and the **Service Providers** over the Wide Area Network.

6. The **Service Provider** shall assist the County in conducting occasional surveys of riders, as well as collect other information from or about riders, that the County may find necessary to obtain.
7. The **Service Provider** shall ensure that its Passenger Service staff:
  - a. Conducts rider surveys as directed,
  - b. Reviews passenger comments with operations staff regularly to improve service,
  - c. Maintains all data timely and accurately,
  - d. Promotes high quality service in all aspects of Accessible Services,
  - e. Participates in regular passenger service activities and training with other providers and
  - f. Coordinate with staff at locations visited by significant numbers of ACCESS riders to resolve or avoid problems.

## 5.2 Staffing of Service Provider

### A. Drivers

1. The County recognizes that the strength of its transportation program is built upon the strength of its drivers. Proposers are asked to consider how they will hire and retain an excellent workforce.
2. Drivers shall meet the following pre-employment requirements:
  - a. Be at least 21 years old and have demonstrated good driving over several years.
  - b. Be a U.S. citizen or have documented legal work status at all times during the Contract term.
  - c. Have good oral and written communication skills as demonstrated in pre-employment testing.
  - d. Demonstrate English language competency (reading, writing and speaking)
  - e. Have appropriate and valid Washington State Driver's Licenses, including Commercial Drivers Licenses (class C), in addition to any other licenses or permits required for the type of vehicles operated for this service. Obtaining such licenses is the responsibility of the driver.
  - f. Clear a criminal history check and Department of Licensing record check consistent with guidelines established by the **S.P.**-Contractor and approved by King County, prior to independently operating vehicles in this service.
  - g. In addition, (to offenses under [Staffing 1.8](#)) in drivers shall have no conviction of a serious traffic violation, including but not limited to any of the following violations within the past five (5) years:
    - (1) Driving while under the influence of drugs or alcohol.
    - (2) Leaving the scene of an accident (hit and run).
    - (3) Using a commercial vehicle in the commission of a crime.
    - (4) Reckless driving and or reckless endangerment.



- (5) A suspended license for moving violations.
  - (6) Negligent driving
  - (7) Vehicular homicide or vehicular assault
  - (8) More than one "at fault" accident
  - (9) Open container.
3. The Contactor shall ensure that its drivers provide timely, reliable information about on-street service, interact professionally with dispatchers, provide courteous passenger service and assist emergency personnel on an as needed basis. The **S.P.**-Contractor shall further ensure that its drivers document and report observations related to service delivery, rider safety and vehicle performance.

**B. Drivers Dress Code and Personal Appearance Standards**

1. The **S.P.**-Contractor shall cause its drivers to conform to professional appearance standards consistent with the contractual guidelines set forth below.
2. These guidelines will insure a standard appearance among **Service Providers** that is consistent with the high standards King County's professional drivers are expected to meet every day. The **S.P.**-Contractor shall cause all of its drivers to wear a uniform while providing services pursuant to this Contract.
3. The **S.P.**-Contractor shall cause its drivers to observe professional standards regarding personal appearance when reporting for duty and while on duty, including training assignments that require operation of King County equipment. The **S.P.**-Contractor is authorized to allow its operators reporting for non-driving training or duties to wear casual clothing, appropriate for the workplace. The **S.P.**-Contractor shall ensure that all clothing worn by its employees shall fit well, be clean, wrinkle-free and in good repair.
4. The **S.P.**-Contractor shall ensure that its drivers are provided with a basic uniform consisting of the following items: navy blue or khaki colored pants or shorts; ecru (beige) oxford or blue dress shirt; brown or black belt; navy blue jacket; brown or black leather shoes. The **S.P.**-Contractor shall ensure that the length of its driver's shorts is appropriate.
5. The **S.P.**-Contractor shall ensure compliance by its drivers with the following uniform standards:
  - a. Optional items include sweater long sleeve pullover, navy blue crew and V-neck.
  - b. If a cardigan or V-neck sweater vest is worn, it shall be worn over a uniform shirt. If a turtleneck is worn, it shall be worn under the dress shirt or sweater vest.
  - c. If a jacket is worn while on duty or when signing in, it shall be a parka or liner. The liner shall be worn with a uniform shirt.
  - d. If an open collar shirt is worn with a T-shirt, the T-shirt shall be plain white. It shall be clean and in good repair. Shirts shall be tucked into the pants, or if worn outside the shirt it shall have a straight hem.
  - e. Suspenders that coordinate with the uniform colors are permitted. They shall not have logos or messages that are offensive.

**C. Window Dispatch**

Dispatching shall be handled by the **Control Center**. However, the **S.P.**-Contractor shall have a "dispatch clerk" type position to handle driver, vehicle and radio check-in-and-out functions, and daily trip edit.

D. Road Supervisors

The **S.P.-Contractor's** Road Supervisors are the first line of response for Access providers to respond to accidents and incidents with riders. Road Supervisors also assist in getting drivers out of the base on time, helping **Control Center** dispatch in picking up late or missed riders, or finding lost riders. The **S.P.-Contractor** shall ensure that its Road Supervisors conduct site evaluations and make regular observations of the **S.P.-Contractor's** drivers in order to ensure satisfactory quality assurance pursuant to the terms and conditions of this Contract. The **S.P.-Contractor's** Road Supervisors may also be used to investigate passenger concerns. It is the expectation that most of a Road Supervisor's time will be spent on the road.

E. Remote Scheduler

Each **Service Provider** shall have one remote scheduler to assist the **Control Center**. The Remote Scheduler assists in preparing schedules for next day service. The Remote Scheduler also assists in making the adjustments to the template schedules for standing rides. The Remote Scheduler serves as a liaison between the drivers and the scheduling department.

F. Training

1. The **Service Provider** shall ensure that its employees receive the training required to perform their jobs in a manner consistent with the goals of this Contract. The evaluation of training effectiveness shall be based on performance indicators and not solely in the **Service Provider** meeting minimum training hours required under this Contract.
2. All employees shall receive regular training that develops skills and increases understanding of people with disabilities, people of all sexual orientations, cultural and racial minorities, and ages. All employees shall also be required to receive an orientation on the County's Programs and ACCESS Transportation service.
3. The **Service Provider** shall propose training programs for staff and drivers, which shall be incorporated into this Contract upon the County's approval. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance.
4. The driver's training program shall include a minimum of 80 hours of training prior to driving a vehicle in service. This training shall include, in addition to the training requirements for all employees stated above:
  - a. Passenger Assistance Technique (P.A.T.) certification or an equivalent course which shall be approved by the County at the time of Contract negotiations.
  - b. Defensive Driver Training, per National Safety Council (NSC) standards, or an equivalent course approved by the County.
  - c. Vehicle breakdown, accident, adverse weather and other emergency procedures including emergency vehicle evacuation.
  - d. CPR (including instruction in administering CPR to children), First Aid and proper response to emergent medical needs of riders, including how to dispose of hazardous waste.
  - e. Operation of vehicles assigned to the **Service Provider** and all equipment (including MDC's) installed in the vehicle or required to be carried in all vehicles pursuant to the requirements of this Contract.
  - f. Address location ability including map reading.
  - g. Familiarity with how trips are scheduled.

- h. Familiarity with the completion of necessary paperwork, trip sheets, accident reports, incident reports, etc.
- i. Passenger service; including, among other things, dealing with difficult people.
- j. Communication and conflict management.
- k. English competency (English competency is a requirement for reading, writing and speaking).
- l. Familiarity with the various vehicle types in use, capacities, limitations, mechanical/maintenance requirements, lift operation, use of safety equipment.
- m. Behind-the-wheel training (BTW) which includes assignments similar to what the **S.P.-Contractor's** drivers shall initially perform when they finish training.
- n. In order to comply with the contractual requirements and meet the professional service expectations of the County, the **Service Provider** shall ensure that its drivers receive refresher classes or repeat new employee training at a minimum of every two (2) years. The **S.P.-Contractor** shall cause driver meetings to be held regularly (once a month for two (2) hours is recommended) that includes an opportunity to interact and communicate with different staff that makes up the ACCESS Transportation team, including staff, drivers and maintenance personnel. Annually drivers should receive a minimum of 24 hours of training through either the monthly meetings or the refresher classes. The **S.P.-Contractor** shall need to coordinate scheduling of meeting with the **Control Center** so as not to disrupt the normal flow of rides.
- o. The Road Supervisor's training shall include the above items as well plus any additional training deemed necessary by the **Service Provider**.
- p. BTW and classroom training is required for MDC use.

### 5.3 Equipment and Materials of Service Provider

#### A. Equipment Procedures

The dollar cost or percentage used of each piece of equipment or system to be allocated to this Contract shall be identified in an attachment to the Proposer's pricing pages in, EXHIBIT 13 Pricing Sheets.

The **Service Provider** shall inform the County's Contract Administrator of each piece of equipment and system purchased for use in the Contract (including maintenance Contracts and warranties), with a unit cost of over \$1,000 and with a useful life greater than one (1) year.

In order to preserve the continuity of services provided pursuant to this Contract, the **S.P.-Contractor** agrees to Provide, and the County reserves the right, upon termination of this Contract, to take possession or pass through to the next Contracted operator any or all equipment and software that was purchased upgraded or customized by the **Service Provider**.

#### B. Computer System

1. The **S.P.-Contractor** shall use the County's Wide Area Network (WAN) to allow file transfer and access to client, ride and rider comment data by the County and the **C.C.-Contractor**. The **S.P.-Contractor** shall follow all King County system operational requirements regarding the use of the WAN, and the internet.
2. The **S.P.-Contractor** shall ensure that its computer system specifications have sufficient capacity to store and process all rider and complaint data expected given the projected

volumes of service under the Contract. The **S.P.**-Contractor shall ensure that the system maintains up-to-date information on the availability of the vehicles and of its drivers. The **S.P.**-Contractor shall ensure that the system has the capacity and capability of generating data and reports as required for this Scope of Work.

3. Any current standard model computer shall be sufficient to operate Maximus "M5" and or "Action" software.
4. The **S.P.**-Contractor shall provide a means for notifying the County and any other party of changes in rider information necessary to the provision of service.
5. The **S.P.**-Contractor shall coordinate with the County and the **C.C.**-Contractor all procedures for transferring, entering and managing data required to operate the service.
6. **C.C.**-Contractor shall provide real-time data backup and storage. The **S.P.**-Contractor is responsible to backup their own system's company data.
7. Additionally, the **S.P.**-Contractor shall provide sufficient personal computers and business software (spreadsheet, word processing, presentation and/or data base programs) to maintain the records and generate the reports required by this Contract.
8. Software distributed by the County and the **C.C.**-Contractor under this Contract shall be for the exclusive use of this Contract. The **S.P.**-Contractor shall protect the software from unlawful copying, duplication and theft.

C. Radio Communications System

The **Control Center** maintains a NEXTEL/radio to allow for continuous communications between the drivers and the **Control Center**. The mobile communications systems, including base stations and radios in all vehicles used in service of the Contract, will be paid for by the County as a pass through expense.

D. Backup Equipment

The **Service Provider** shall maintain a backup generator in case of electrical service interruptions, and sufficient backup radios (portable or hand-held) to ensure that all scheduled vehicles are able to be contacted at all times.

E. Telephone System

1. The **S.P.**-Contractor shall provide sufficient telephone lines, voicemail, and equipment to meet the service requirements of this Contract. Additionally, the **S.P.**-Contractor shall provide separate telephone access to its administrative staff. Day-of-service inquiry and cancellation calls from riders are handled directly by the **C.C.**-Contractor.
2. The **S.P.**-Contractor shall purchase sufficient FAX equipment to meet the service requirements of the Contract.

F. MDC

The County shall supply each vehicle with a Mobile Date Computer and a maintenance contract with warranty coverage. An additional unit will be supplied to each **S.P.**-Contractor as a spare/training tool. Software maintenance and upgrades shall be provided by the **C.C.**-Contractor. Routine maintenance of the units shall be the responsibility of a third party vendor which will invoice the County directly. The **S.P.**-Contractor shall be responsible for any MDC repairs that are required due to negligence or abuse.

G. Safety Equipment

1. The **S.P.-Contractor** shall provide sufficient hazardous material clean-up kits to ensure that each vehicle in service has a fully supplied kit at all times. The **S.P.-Contractor** shall ensure that these kits comply with OSHA and any other applicable regulatory standards.
2. The **S.P.-Contractor** shall ensure that all vehicles have properly operating safety equipment including tie down straps, fire extinguishers, reflectors, first aid kits, and tire traction devices. The County will provide an initial, complete supply of all tie-downs with the lift-equipped vehicles, fire extinguishers, reflectors, first aid kits, and tire traction devices for the County-owned vehicles. All subsequent replacements shall be the **S.P.-Contractor's** responsibility. When the vehicle is returned to the County, these items shall also be returned.
3. Each **S.P.-Contractor** shall provide appropriate equipment to evaluate locations for their safety. Materials include digital camera, inclinometer and tape measure.
4. The **S.P.-Contractor** shall ensure that all its drivers and road supervisors have in their possession a current Thomas Guide.

#### 5.4 Vehicles (supplied by King County)

The **S.P.-Contractor** shall use the vehicles supplied (see, EXHIBIT 12 S.P.-Vehicle Bailment Contract ATTACHMENT III) by the County as required under this Contract and consistent with the terms of the Separate **S.P.-Vehicle Bailment Contract**. The County vehicles shall only be used to transport eligible riders registered by the County and other transportation Contracts held by the County.

When not in service, the **S.P.-Contractor** shall ensure that vehicles are stored in an enclosed building or a lighted, fenced and secured parking lot approved in advanced by the County.

##### A. Access Fleet Distribution

Following is a chart of the anticipated fleet distribution by Contract. A further breakdown of the number of vehicles by type is included in the **S.P.-Vehicle Bailment**. Vehicles shall be assigned on the basis of total services hours.

Vehicle Allotment	South Seattle Base	Eastside Base	North Seattle Base
<b>Total</b>	101	122	61

##### B. Additional Vehicles

The **S.P.-Contractor** may be requested to add vehicles beyond those supplied by the County in order to provide required **Vehicle Service Hours** under this Contract. These vehicles will be pre-approved by the County before carrying riders and shall be maintained in accordance with the Vehicle Maintenance Standards set forth in this Contract. If additional vehicles are required to provide this service and the County requests the **S.P.-Contractor** to procure vehicles, this shall be considered a Contract change subject to the provisions of [Part 1, section 2.2](#).

##### C. Vehicle Service Life

Vehicles will be replaced at approximately:

- gas-fueled vehicles                      250,000 miles
- diesel-fueled vehicles                  350,000 miles

##### D. Vehicle Maintenance

###### 1. MAINTENANCE

- a. The **S.P.-Contractor** shall maintain all vehicles and equipment used for ACCESS Transportation service in optimal working condition to minimize breakdowns and decrease the possibility of accidents. The **S.P.-Contractor** shall follow the maintenance

schedule as shown in the, EXHIBIT 12 S.P. Vehicle Bailment Contract. If not specifically provided for in the Bailment Contract, maintenance shall be performed according to the manufacturer's warranty guidelines. The **S.P.**-Contractor shall ensure that all maintenance is performed by qualified and experienced mechanics who have demonstrated maintenance proficiency. The County shall audit vehicle maintenance inspections performed by the **S.P.**-Contractor in accordance with the requirements as set forth above.

- b. All safety and emergency equipment in each vehicle shall be maintained to meet applicable local, state and federal standards.
- c. The **S.P.**-Contractor shall be responsible for the replacement of all equipment initially supplied with the vehicle, or otherwise required for this Contract. Replacement equipment on County-owned vehicles shall be the same brand and model as initially provided with the vehicles or an approved equal.
- d. The **S.P.**-Contractor shall ensure that no driver shall be required or allowed to operate a vehicle that is not in safe, good operating condition.
- e. The **S.P.**-Contractor shall propose a protocol for its drivers to be able to determine from the pre-trip inspection any vehicles with serious defects, which would take the vehicle out of service.
- f. Vehicles returned to the County by the **S.P.**-Contractor shall be in the same condition as received, with the exception of normal wear and tear. (See, EXHIBIT 12 S.P.-Vehicle Bailment Contract - Criteria for Acceptance)
- g. The **S.P.**-Contractor shall ensure that vehicle maintenance, including, but not limited to, preventive maintenance, is not deferred or delayed. If necessary, the **S.P.**-Contractor shall adjust the work schedules of its mechanics to meet the scheduled services and complete all maintenance activities, including preventive maintenance, according to the schedule.

## 2. REPAIR

- a. Vehicles with significant dents (2" long X ½" or greater deep X 2" or greater wide), significant scrapes or cracked windows shall be relegated to the reserve fleet until repaired. Repairs shall be completed within 30 Days of incident. The County may inspect vehicles at any time and at its sole discretion have a vehicle removed from service. [This specification is referred to in (EXHIBIT 12 S.P.-Vehicle Bailment - Access Vehicle Redelivery and Criteria for Acceptance.)]
- b. All service and repairs to the County owned vehicles shall be performed by the **S.P.**-Contractor. Repairs such as body repairs, glass, engine and transmission rebuilds can be sent outside but the cost still belongs to the **S.P.**-Contractor.
- c. Repairs shall include, but are not limited to,
  - (1) Work to correct loss or damage,
  - (2) Adjustments due to normal wear and tear
  - (3) Overhaul, rebuild or replacement.
- d. Repairs of the Mobile Data Computer. Other than minor repairs and adjustments which can be accomplished by the provider, major repairs of the MDC's shall be sent to a third



party repair facility. These expenses shall be billed directly to the County by the third party vendor. The cost for insuring the MDC's shall belong to the **S.P.-Contractor**.

### 3. MAINTENANCE MANAGER

- a. Following the Counties acquisition of new Paratransit Vehicles the **S.P.-Contractor** shall ensure that its maintenance manager (or designee) attends a post award/pre-production meeting with the Access vehicle project manager at the vehicle providers manufacturing facility. The purpose of this meeting is to review the vehicle specifications against the first vehicle produced and to provide the manufacturer with direction before they begin full production of the County's order. Following receipt of the new vehicles the maintenance manager may be required to assist with the final inspection of all new vehicles. The costs for all expenses associated with travel to the manufacturer's facility shall be the responsibility of the **Service Provider**. It is anticipated that this may require travel of two days once every two or three years to the mid-west Chicago area.
- b. The **Service Provider** shall provide the services of a Maintenance Manager. The **S.P.-Contractor** shall ensure that its Maintenance Manager is qualified and capable of satisfying the County's contractual expectations as set forth herein. The Maintenance Manager is expected to conduct detailed financial analysis of the fleet and to be able to control and minimize costs. In addition, the **S.P.-Contractor** shall ensure that its Maintenance Manager follows the County's established fleet maintenance program (, EXHIBIT 12 S.P.-Vehicle Bailment Contract) and becomes proficient with M5, the fleet maintenance software application provided by the County. Initial M5 user training will be provided by the County. The **S.P.-Contractor** shall ensure that its Maintenance Manager is qualified and capable of and responsible for performance of the following tasks, at a minimum:
  - (1) Maintaining vehicles, facility and overseeing the process of maintenance record keeping
  - (2) Managing the preventive maintenance inspection program
  - (3) Reducing the number of road calls and unscheduled repairs of vehicles
  - (4) Managing maintenance employees
  - (5) Managing outside vendors
  - (6) Coordinating and working with other Maintenance Managers delivering contractual services in conjunction with the County's Paratransit Program
  - (7) Demonstrating a high percentage of warranty recovery (when available)
  - (8) Demonstrating a trend of reduced repair times.
- c. The **S.P.-Contractor's** failure to provide a qualified Maintenance Manager consistent with the foregoing contractual expectations shall be deemed a material breach of Contract and will subject the Contract to immediate termination, at the County's option.

### E. Vehicle Performance Standards

1. The County's acceptable maximum for road calls shall be 5.5 road calls per 100,000 service miles. The goal shall be a maximum of no more than 4.5 road calls per 100,000 service miles. The average for all **Service Providers** in 2006 was 5.13 per 100,000 miles.
2. The **S.P.-Contractor** shall be responsible for reserving 10% of the total vehicles allocated as spare vehicles. This shall include vehicles being maintained and repaired.



3. The **S.P.**-Contractor shall be responsible for informing the **C.C.**-Contractor about the availability of its fleet in a regular and timely manner that facilitates the **C.C.**-Contractor's ability to make efficient scheduling decisions. Failure to inform the **C.C.**-Contractor or Central Dispatch of changes in available resources or an inability to meet demand in a timely manner may be considered to be a breach of Contract.

F. Road Calls

1. All road calls shall be reported to the County monthly. The report shall include the following information:
  - a. Breakdown/out of service identification number
  - b. Date and time of road call
  - c. **S.P.**-Contractor
  - d. Vehicle number
  - e. Driver name
  - f. Detailed description of breakdown/out of service and estimated cost of repairs
2. Follow-up summary of actions taken (road service, towing, in-shop repairs). Such summary shall be provided as requested by the County and in no case later than one (1) month following resolution of all aspects of the vehicle breakdown/out of service.

G. Maintenance Review of Driver Pre-Trip Inspections

1. The **S.P.**-Contractor ensures that its Maintenance Manager conducts a daily review of each vehicle's pre-trip inspection. Currently all daily vehicles inspections are reported to maintenance electronically via the MDC. The **S.P.**-Contractor shall also ensure that all driver complaints or concerns are investigated and the disposition explained to the driver within 24 hours. All necessary repairs or replacements shall be completed in a timely manner.
2. The Pre-Trip inspection shall include a thorough review of and ensure the functionality, sufficiency, and roadworthiness of the following items:
  - a. Directional signals and flashers
  - b. Headlights
  - c. Brake lights and tail lights
  - d. Windshield wipers/washers
  - e. Interior lights
  - f. Horn
  - g. Wheel and parking brakes
  - h. Door operation, including emergency exits and alarms
  - i. Fire extinguisher, first aid kit, reflector kit and spill/Bio-hazard kit
  - j. Lift function
  - k. Sufficient tie-down equipment
  - l. Heater/defroster
  - m. Tires
  - n. Radio for communication between driver and **S.P.**-Contractor to **Control Center** offices

- o. Traction device for operation in snow and ice conditions from October 1 to April 1
- p. Body damage including dents, scrapes, broken lenses or windows
- q. Interior conditions including seats.
- r. MDC

#### H. Vehicle Cleaning

1. The **S.P.**-Contractor shall ensure that on a daily basis, the vehicles' interiors are swept, dusted, spot-mopped and the trash emptied, including cleanup of any accidental spills. The **S.P.**-Contractor shall also, on a weekly basis, ensure that the interiors of all vehicles are fully mopped, the windows and seats cleaned, and the driver's area cleaned. The **S.P.**-Contractor shall also ensure that the exteriors of all vehicles are washed weekly, with more frequent washing as may be required during periods of inclement weather. Less frequent washing may be approved by the County during a water shortage. The **S.P.**-Contractor shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.
2. The **S.P.**-Contractor shall ensure that any vehicle that has been marked with graffiti is removed from service until the graffiti is cleared.

#### I. Individual Vehicle Record File

A vehicle record file shall be maintained for each vehicle that is operated by the **S.P.**-Contractor for this service using M5 maintenance software supplied by the County. The M5 software is designed to forecast preventive maintenance and to assist the **S.P.**-Contractor's Maintenance Manager in distributing work requests to appropriate staff. The **S.P.**-Contractor shall to use M5 on a real time basis to the greatest extent possible. Each field within the program shall be reviewed for completeness and accuracy. The **S.P.**-Contractor shall ensure that its Maintenance Manager regularly runs reports to review data input, for completeness and accuracy. The **S.P.**-Contractor shall also ensure that its Maintenance Manager regularly reviews reports and or creates reports as necessary to analyze fleet efficiency/ies and the effectiveness of maintenance procedures. These reports will be periodically reviewed by the County's Project Manager or designee.

### 5.5 CAT Vehicle Service, Maintenance and Repairs (Not Applicable to the CC)

#### A. Introduction

1. The Contractor is responsible for maintaining complete vehicle maintenance records, including any subcontracted and/or warranty work for all CAT vehicles while assigned to or worked on by their shop. Vehicle history records must be available to CAT staff upon request.
2. A CAT staff person will be assigned to each contracted service facility to coordinate all CAT activities, review and authorize service as required. The Contractor's on site Project Manager and Maintenance Supervisor shall report to the CAT Fleet coordinator of his designee(s) on all matters regarding CAT activities.

#### B. Maintenance and Repair Service

1. As a result of PM Service the Contractor has the authority to perform routine service as needed not to exceed \$500 per vehicle. Contractors shall review the service performed with the CAT staff using the Chilton's Manual, diagnostic statistics, accepted performance standards, vehicle history records, mileage, etc., to support their decisions. Repairs required

as a result of PM that exceed \$500 need to be authorized by CAT staff VSR prior to starting the work.

The required turn around time for PM Service plus routine repair services done as a result of the PM is two (2) business days.

2. The Contractor shall perform vehicle maintenance and repairs on other County owned vehicles. A flat fee for preventive maintenance will be paid for as follows:
3. PM "A" Fixed Fee is \$\_\_\_\_ plus all parts and or fluids at cost (Items 1-28)
  - PM "B" Fixed Fee is \$\_\_\_\_ plus all parts and or fluids at cost. Do not perform "B" service unless specifically requested.
  - PM "C" Fixed Fee is \$\_\_\_\_ plus all parts and or fluids at cost.
  - PM "D" Fixed Fee is \$\_\_\_\_ plus all parts and or fluids at cost. Do not perform "D" service unless specifically requested.
  - PM "E" Fixed Fee is \$\_\_\_\_ plus all parts and or fluids at cost. Do not perform "E" service unless specifically requested.
  - General labor costs is \$\_\_\_\_ per hour.

All parts provided shall be OEM or equal. Invoices shall be without markup for profit or G&A. All labor related to preventive maintenance and or repairs related to the chassis shall not exceed the Chilton's Manual for labor hours. All other service related tasks shall not exceed the ACCESS fleet historical average for all Service Providers as held in M5.

4. Billing shall be handled separately from the ACCESS program. All invoices should be sent directly to  
Contract Administrator  
King County  
MS EXC-TR-1240  
821 2<sup>nd</sup> Ave,  
Seattle, WA. 98104-1598,
5. Repair service, other than emergencies, will be handled by appointment through CAT staff. If a driver stops at the **S.P.** Contractor's facility Monday through Friday between business hours (7:30 a.m. and 5:00 p.m.) requesting service without the garage having received prior notification from the CAT/VanPool/RideShare office, the contractor shall call CAT staff for instructions. If a driver stops at the **S.P.** Contractor's facility after 5:00 p.m. requesting routine, non-emergency service that requires a loaner van, the contractor shall remind the driver that work can only be scheduled through CAT staff and to call CAT staff the next day to schedule an appointment.
6. In the event of a special circumstance, drivers may stop in at the service facility after hours without notifying CAT staff to have something minor corrected or replaced such as a headlight or wipers as long as no loaner is required. Loaners shall never be given to a passenger without authorization from CAT staff
7. Service work, outside the work specifically described in the contract, will be invoiced at the contracted labor rate plus parts cost. Industry standards for labor time and parts prices will be considered in determining that prices are fair and reasonable.

C. Warranty Service Manufactures & After Market Warranty

1. PM and result of PM service that require warranty work shall not exceed five (5) business days from the date the vehicle is received by the warranty dealer. If, special circumstances require extended down times, the specific schedule will be mutually determined between CAT services staff and the contractor.
2. **S.P.** Contractor shall be familiar with all manufacture and after-market warranties. It is the responsibility of the contractor to identify and then notify CAT staff of service that is covered

by any warranty. CAT will make the final determination to exercise the warranty or not based on costs, nature of the work to be done, convenience and passenger service.

3. The **S.P.** Contractor shall be responsible for coordinating warranty work including:
  - a. Scheduling vehicles for warranty repair upon authorization from CAT staff.
  - b. Shuttling vehicles to and from the warranty dealer.
  - c. Making certain that the dealer completes work in the time required.
  - d. Include warranty work orders with the weekly summary invoice.
4. CAT is not expected to have any shuttling of vehicles.
5. CAT will keep the service facility informed of current Technical Service Bulletins, recall notifications and general fleet performance on a routine basis.
6. Contractor's Warranty - Contractors shall warranty their work and that of their direct sub-contractors for a minimum of 12 months or 12,000 miles.

D. Sub-Contracted Work

1. CAT will pay a **flat fee** for paper work administration and shuttling costs for sub-contracting work that is highly specialized. Specialized work includes, but is not limited to, major engine repair/rebuild, major transmission repair /rebuild and body repair. Proposed subcontractors are subject to CAT approval.
2. The Contractor shall coordinate sub-contracting work as needed including:
  - a. Scheduling vehicles for repair upon authorization from CAT staff.
  - b. Shuttling vehicles to and from the sub-contractor.
  - c. Making certain that the sub-contractor completes work in the time required.
  - d. Include sub-contracted work orders with weekly summary invoice.
3. All invoices for authorized sub-contracted work shall be paid by the Contractor and submitted to CAT for reimbursement within 30 days of invoice date.

E. Secured Vehicle Parking

All King County vans on-site at the contractor's site overnight must be parked inside the maintenance facility or inside a locked, fenced area.

F. Service Procedures

1. Daily Communications
  - a. CAT staff, will be assigned to each contracted service facility to coordinate all CAT activities at that facility. These include: daily scheduling of van drop-off and pick up, loaner assignment, review of all work performed and authorization of any service needed as a result of PM that exceeds \$250 dollars per unit, vehicle work status, review of invoices, etc.
  - b. The contracted service facility shall identify a single individual by name to serve as the responsible contact for daily communication with CAT regarding the tasks listed above.
  - c. The absence of either contact person should not be cause for the disruption of service. In the absence of either the assigned CAT or assigned service facility staff person, another individual must be designated to perform this assignment and verbal notification given to the other party. In the event that this position is permanently reassigned for either party, notice will be extended to the other in writing at least one week in advance of the anticipated change.

- d. CAT staff will telephone the service facility contact between 7:30 a.m. and 9:30 a.m. and again in the afternoon to communicate new scheduling and pick-up times. The service facility contact should anticipate the call and be prepared to provide accurate and timely information to CAT staff on vehicle status including but not limited to:
    - a. Van Status
    - b. Which vans are ready by vehicle number
    - c. Which vans are being serviced and /or require authorization for repair
    - d. Which vans require warranty service
    - e. Estimated completion of vans under repair
    - f. Description of repairs
    - g. Loaner vans available, etc.
  - e. CAT staff will advise the service facility contact as follows:
    - a. Vans coming in for service (estimated arrival time, if available)
    - b. Loaner vehicles to be given out
    - c. Type of PM service to be done
    - d. Significant mechanical problems van is having - as relayed by driver
    - e. Authorize service work
2. Van Drop Off/Loaner Pick Up Procedures
- a. When the CAT passenger enters the shop to deliver a van for service or pick up a van that is ready, she/he shall be greeted promptly and courteously. The service transaction should be initiated within 3 minutes and handled efficiently.
  - b. The CAT driver will deliver the van to the contractor's facility, turn in the keys to the van and fill out a Defective Equipment Report to indicate any problems with the van.
  - c. The contractor shall maintain keys to all loaner vans assigned to the facility. When a driver brings a van in for servicing, the contractor shall provide the key to the loaner assigned.
  - d. The contractor shall obtain authorization to perform any needed repairs. All work requires prior approval from CAT staff or an authorized CAT staff person. The contractor shall use diagnostic statistics, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repair.
  - e. After the van has been serviced the contractor shall:
    - a. Place a copy of the repair order in the van.
    - b. Place a copy of the driver's Defective Equipment Report in the van.
    - c. Place new label on the driver's side windshield stating the next Mileage Due and Date for routine preventive maintenance.
  - f. When the van is ready to be picked up, the contractor shall notify CAT staff as soon as possible that same day. If CAT staff is not available, leave a voice mail message stating which vehicle is ready by number and what work was completed. (For example, "Vehicle 7360 is ready" an A and C were completed and new wipers were installed.)
  - g. CAT staff will contact the van driver and arrange a time for the loaner to be returned and the serviced van picked up. CAT staff will then notify the garage contact by phone of the arrangement.
  - h. The contractor shall notify CAT staff if he has reason to believe that a van is not being responsibly maintained by a group or notices any body damage. Any damage that

occurs to the vehicle while it is in the care and custody of the garage shall be reported to CAT staff immediately.

- i. Vans should be returned to a driver in the same or better condition of cleanliness than when they were received. Contractors are responsible for making certain that there are no materials left in the van as a result of a service visit; i.e. no oil, dirt, rags, tools, broken glass or parts, etc.

3. Service Loaner Vans

- a. Loaner vans are to be used by van drivers when their assigned vehicle is at the maintenance facility for service.
- b. Loaner vans will be assigned to the contracted maintenance service facility based on the number of groups assigned to the service facility.
- c. Loaner vans are assigned to a driver by CAT staff.
- d. A "service loaner" van may not be released to a driver without prior authorization from CAT. In case of an emergency that arises outside of CAT office hours, the Contractor shall contact John Rochford at 206-205-6568 to reach the appropriate emergency "on-call" staff member.
- e. When a van is brought in for service, the driver has been instructed to present the garage reception staff with keys to his/her van. The garage reception staff person shall, in turn, provide the driver with the keys to the assigned loaner. The driver shall then be instructed where to find the loaner vehicle.
- f. When the driver returns the loaner van, he/she will give the loaner keys to the reception person. At this time the driver may inform the garage about problems with the loaner van on a Defective Vehicle Report form. The contractor shall inform CAT staff if the loaner van requires service.
- g. CAT drivers have been instructed to return loaner vans in clean condition with a minimum half tank of fuel. It is, however, the responsibility of the service facility staff to routinely monitor the condition of the loaner vehicles, including general cleanliness, and body damage. The service facility shall notify CAT staff on a timely basis if the loaner requires cleaning, detailing or any body damage repair.
- h. The Contractor shall provide the driver with the keys of the serviced van and instruct them as to where to find their vehicle. (The Contractor shall set aside an easily accessible parking area for vans to be picked up and dropped.



## **SECTION 6 - C.C. - SCOPE OF WORK CONTROL CENTER**

### **6.1 Operations of Control Center**

#### **A. Overview**

1. The ACCESS service is designed to operate in a demand-response manner; advance reservations are required to maximize the number of riders carried. The Contractor shall accept ride reservations daily, including weekends and holidays from 8:00 a.m. to 5:00 p.m., by telephone, and internet (when available), unless this contractual requirement is modified by the County in writing. The Contractor shall ensure that their Passenger Service staff is available during this time.
2. In PART 2-C.C. Scope of Work “C.C.-Contractor” refers to the **Control Center** Contractor and its responsibilities.
3. **WORK**
  - a. The **C.C.-Contractor** shall receive all calls; screen for eligibility of rider and trip requests; reserve, modify and cancel trips for passengers of the ACCESS transportation program(s).
  - b. Coordinate ACCESS with **S.P.-Contractors** and other transportation programs: Plan and implement programs, which improve service or efficiency through increased coordination with other transportation services.
  - c. Receive, route and respond to passenger contacts within policy guidelines developed by the County; assist in the investigation of complaints involving employee conduct and performance, collect, verify and maintain all operational data and provide to the County in a timely manner.
  - d. Conduct passenger service activities, processing; and reviewing and recommending actions.
  - e. Communicate daily with the **S.P.-Contractors** regarding vehicle and driver availability, schedule adherence and any other operational issues.
  - f. Coordinate the flow of information from dispatch to the **S.P.-Contractors** and back to the **C.C.-Contractor** management.
  - g. During all service hours, provide access to all services at the **C.C.-Contractor** for persons for whom English is a second language.
  - h. Supervise taxi overflow transportation services.
4. **RECORDS**
  - a. Measure and report the percentages of calls handled, rides booked and rides delivered which were provided in an unsatisfactorily manner. Report the corrective action taken or proposed and the percentage of improvement over the previous month.
  - b. Maintain records and data for this service.
  - c. Review and analyze scheduled and actual productivity and recommend program parameter changes to improving productivity, produce final schedules created by scheduling software; review schedules for serious errors, improve ride quality and adjust individual route schedules to match demand.

#### **5. STAFF**



- a. Provide reservationists, schedulers, dispatchers, passenger service, quality assurance, technical and other support staff to collect data and report.
  - b. Provide human resource management to hire, train and supervise staff.
  - c. Provide a qualified Project Manager and support staff for training, **Control Center** operation and office work.
  - d. Provide desktop computer support, support for local area network and administer scheduling database.
6. COOPERATION WITH COUNTY
- a. Make recommendations on operating changes to the King County Contract Administrator as they become apparent to improve the delivery of service.
  - b. Work with King County and the **S.P.**-Contractors in the development of "Policies and Procedures" which shall establish operating methods, procedures and protocols.
  - c. Be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for the citizens of King County.
  - d. Participate in coordination meetings with the County, and the **S.P.**-Contractors.

B. Operation & Support Requirement

1. The **C.C.**-Contractor shall be responsible for determining the best mix of ride assignment for passenger needs, vehicle availability, and efficiency. It is the County's requirement that ACCESS scheduling be done electronically by the TRAPEZE (or later version) software with minimal human intervention. It is expected that the quality of the maps and parameters shall continually improve throughout this Contract, allowing an ever-increasing percentage of rides to be successfully scheduled by the software. It is expected that an increasing percentage of rides shall be ordered electronically through IVR and the internet, when available. Consequently, the primary role of scheduling staff is to review and analyze system data to improve the performance of the TRAPEZE software, eliminating the need to manually schedule rides.
2. The **C.C.**-Contractor shall manage the daily service operations through effective communication with **S.P.**-Contractor. The **C.C.**-Contractor shall use the mobile radio and Mobile Date Computer system; to revise schedules to effectively manage day-of-service changes; record trips as completed, cancelled or no-showed and record other data required for accurate reporting in the TRAPEZE system. Communicate daily with the **S.P.**-Contractors dispatch regarding vehicle and driver availability, schedule adherence and any other operational issues.
3. Arrange with taxis and/or other transportation providers for trips (overflow) that are not possible or cost effective to provide with ACCESS vehicles either in advance or on the day of service.
4. Provide personnel and management for the purpose of network administration, database administration, use of scheduling software and maintenance of Mobile Date Computer's.
5. Review trip edit information performed by providers through use of error reports and other monitoring tools.
6. Provide basic desktop computer support and support for local area network.
7. Provide business software and related hardware to meet the requirements of the service.
8. Provide support for **S.P.**-Contractors and King County staff in the use of TRAPEZE, "Action" and other software applications.

C. Automated Scheduling System (TRAPEZE)

1. **C.C.-Contractor** shall use the TRAPEZE automated scheduling system to manage reservations, scheduling and dispatch. The County shall provide sufficient system and workstation licenses to operate the reservations, scheduling, dispatch and day of service coordination with the **S.P.-Contractors** required by this Contract. The County shall be the licensee for the software. The **C.C.-Contractor** shall coordinate with the County regarding TRAPEZE upgrades.
2. **C.C.-Contractor** shall ensure that its staff attends, at **C.C.-Contractor's** expense, software training on a regular basis.
3. The County will provide, from current operations, the database, scheduling, SQL and CITRIX server or an approved equal to operate TRAPEZE. The **C.C.-Contractor** shall provide sufficient workstations, cabling and local area network hardware to operate the work described in this Contract. This hardware shall include multiple file server (if necessary) and business software (spreadsheet, word processing and database programs to maintain the records and generate the reports required by this Contract). The **C.C.-Contractor** shall also provide and maintain networking for use with TRAPEZE, ACTION and M-5, to be configured like those in the **Control Center**. (See a partial listing of computer system and workstation specifications). Servers and workstations shall use a Microsoft operating system, and shall not contain any other software applications than those required to operate this service without prior written consent from King County. Computer systems and or hardware changes may be necessary during the term of this Contract. All changes will be either supplied directly by the County or handled through the **C.C.-Contractor** as a direct reimbursable.

**Addm#1 Q31**

**CLARIFICATION:**

Hardware and software component purchases will be considered as pass through expenses. Reimbursement of items greater than \$1,000 shall be spread over initial 5 years term or you may propose certain equipment for immediate reimbursement in your start-up plan. For most of the Start-up items the County expects that the Contractor will amortize these start-up expenses to the County in equal monthly installments over the initial five year term of the contract

4. The County will provide and maintain a Wide Area Network (WAN) to allow file transfer and access to client, ride, complaint and maintenance data by the County and the **S.P.-Contractors**.
5. The **C.C.-Contractor** shall operate and support CITRIX Metaframe or equivalent system, to enable remote sites to efficiently access the TRAPEZE system. Authorized hardware required to operate this technology shall be handled as an adjustment to the **C.C.-Contractor's** rate. The County will use the TRAPEZE certification module to maintain current rider eligibility information in the TRAPEZE client file.
6. The **C.C.-Contractor** shall ensure that the system has sufficient capacity to store and process all rider eligibility, boarding, and complaint data expected, given the projected volumes of service in the Contract. The **C.C.-Contractor** shall ensure that the system maintains up-to-date information on the availability of vehicles and drivers. The system shall generate data and reports as required for this Contract.
7. The **C.C.-Contractor** shall only be permitted to make authorized changes to the client file. The **C.C.-Contractor** shall ensure its' staff notify the County Eligibility staff of changes in address, equipment or other rider details.
8. The **C.C.-Contractor**, the **S.P.-Contractors** and the County shall each have the ability to enter data on commendations, complaints, and responses, and to produce reports.

9. The **C.C.**-Contractor shall coordinate with the County and the **S.P.**-Contractors, on an on-going basis, in developing and executing procedures for transferring, entering and managing data required to operate the service.
10. The **C.C.**-Contractor shall coordinate with the County and the **S.P.**-Contractors in developing and implementing routine data backup and storage procedures, including off-site storage to ensure no County data is lost. At a minimum, the **C.C.**-Contractor shall back up all TRAPEZE, ACTION and M-5 data daily.
11. Computer use and network security shall comply with all County policy and procedures.
12. The **C.C.** Contractor shall provide off-site storage of backup data.

D. Communications System

1. It is essential that the **C.C.**-Contractor have reliable state of the art communication systems to effectively link the passengers with the reservationists and passenger service staff as well as to link the scheduling and dispatch functions with the operators providing service on the road. Interruptions to communications due to staffing problems or failures in the communication systems are unacceptable.
2. NEXTEL/radio
  - a. The County shall provide or directly reimburse the **C.C.**-Contractor for NEXTEL and mobile radio base station compatible with the existing mobile radios to allow for continuous communications between the **C.C.**-Contractor, the **S.P.**-Contractors and all vehicles providing service throughout the service area. All radio voice transmissions shall be recorded.
  - b. All NEXTEL/radios shall be maintained by the **S.P.**. The mobile communications systems, including base stations and radios in all vehicles used in service of the Contract, will be paid for by the County as a pass through expense.
3. Private Branch Exchange (PBX) system
  - a. Provide an adequate PBX telephone system including an Automated Call Distribution (ACD) system, and compatibility with the Inter-active Voice Response (IVR) system. The **C.C.**-Contractor shall provide any additional lines and equipment to meet its other private business requirements.
  - b. The PBX system with voice mail shall be a system of at least the same size as the existing system(s).
  - c. The PBX system shall be from a long-standing manufacturer with a strong warranty, local training program and sufficient certified local service technicians.
  - d. The ACD system shall be a system of comparable quality as the PBX system.
  - e. The **C.C.**-Contractor shall ensure that the PBX system is able to connect a caller with a preliminary recorded message within four rings.

Inter-active Voice Response System (IVR)
4. The County will provide automated trip booking utilizing the IVR system developed by Ontira Communication Inc (OCI), which will meet service requirements, and be, configured the same as the existing **Control Center's** system.
5. The County's IVR system will answer all calls and route those that need staff attention (ride requests, same day inquiries, etc.). The IVR system has the capabilities for automated

confirmation, cancellation and trip booking capability. It is the County's goal that the IVR system handles 10-15% of confirmation/ cancellation calls and 5% of ride requests calls.

6. The IVR system performance characteristics are summarized as follows:
  - a. The IVR system allows callers to interact dynamically in "real-time" with their trip file in TRAPEZE via a spoken IVR menu that prompts the caller to make choices or enter data by pressing buttons on their touch-tone phone.
  - b. The system allows callers to access the IVR system by entering their client account number and a password when prompted to do so after the greeting message. The system allows callers to customize a password. The **C.C.**-Contractor shall ensure that its' Passenger Service staff help riders who request a custom password.
  - c. The system is capable of transferring calls to information agents (agent ACD queue) from anywhere in the script. Calls can be transferred to different ACD queues, as well as individual numbers and voice mail locations, depending on where in the script the transfer occurs.
  - d. The system is capable of assigning different scripts to individual phone channels or groups of channels as required by the County.
  - e. Callers have the ability to confirm and cancel their trip(s). The IVR system shall transact in real-time through the TRAPEZE interface to obtain the trip record(s) for the caller on the requested dates from today up to one week in the future.
  - f. For trip confirmation, the IVR system speaks out the information for the first trip on the requested date, indicating: the date, time, and service window of the trip, the trip origin and destination. Callers are then given a choice to cancel the trip or scroll forward or backward to confirm other trips.
  - g. Caller shall be able to automatically schedule a ride from a pre-registered list of trips.

#### Voice Recording System

The **C.C.**-Contractor shall provide a voice recording system that incorporates all operations' (including Accessible Services CSC staff and others) telephones including calls traveling through the ACD system, and mobile radio conversations. All voice recordings shall be kept for a minimum of forty-five (45) Days.

## 6.2 Service

### A. Adjustment of Vehicle Service Hours to Service Providers

1. The County and the **C.C.**-Contractor shall coordinate the allocation of **Vehicle Service Hours** to the **S.P.**-Contractors each month. The target number of service hours for each operator will be determined by the County and may change either up or down monthly. The **C.C.**-Contractor shall schedule and the **S.P.**-Contractor are to provide a number of service hours not to exceed the number of hours specified by the County unless authorized by the County in advance. The **C.C.**-Contractor and the **S.P.**-Contractors shall have the ability to make daily determinations of the number of daily service hours to be operated predicated upon demand. The County will inform the **C.C.**-Contractor at least 30 Days in advance of its intention to change the service level range.
2. The County may adjust the **Vehicle Service Hours** of any or all **S.P.**-Contractors higher or lower, depending upon the following: efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contract.

3. Routes have established start times. However, these times may be flexed by the **C.C.**-Contractor to within 60 minutes of the regularly assigned time to meet operational requirements. The **C.C.**-Contractor shall notify the **S.P.**-Contractors by 6:00 p.m. the day before service, if such a change is needed.

**B. Vehicle Manifests**

Transmit vehicle shift schedules for the next day to the **S.P.**-Contractors, not later than 7 p.m., giving sufficient time for operators to schedule vehicles and drivers. Actual manifests shall be transmitted as appropriate for the start of the shift.

**C. Provision for Overflow Service**

1. Transportation overflow demand shall be arranged, on an as-needed basis, to County eligible riders via private providers of taxi, cabulance or other services. The County may request that the **C.C.**-Contractor provide additional insurance up to the amount contained in PART 1, Section 3 Insurance.
2. The **C.C.**-Contractor is currently arranging approximately 40,000 overflow rides annually to taxi or cabulance operators. The **C.C.**-Contractor shall maintain accurate rider information.

**D. Passenger Services**

1. The **C.C.**-Contractor shall ensure that its passenger services take complaints, commendations or comments by phone from 8:00 a.m. to 5:00 p.m. (seven days a week) and by letter, fax or e-mail. All comments shall be assigned a number and entered into the ACTION database on the day received. Notification of complaint(s) received shall be sent out within three (3) working days. All complaints shall be responded to within ten (10) working days. The County will provide ACTION, the software application used to track complaints, commendations and incidents. The ACTION program shall be available to the County, the **C.C.**-Contractor and the **S.P.**-Contractors over the Wide Area Network.
2. The **C.C.**-Contractor shall ensure that its passenger service staff conduct rider surveys as directed, review passenger comments with operations staff regularly to improve service, provide information to passengers regarding conditional eligibility, maintain all data in a timely and accurate manner, promote high quality service in all aspects of Accessible Services and participate in regular passenger service activities and training with other providers.
3. The **C.C.**-Contractor shall ensure that its' passenger services staff coordinate with **S.P.**-Contractor staff at locations visited by significant numbers of ACCESS passengers to resolve or avoid problems.
4. The **C.C.**-Contractor shall ensure that its' passenger service staff assist passengers using the IVR system in how to use the system and to create custom passwords when requested by the passenger.

**E. Administration and Reporting**

**1. TEAM APPROACH**

- a. The **C.C.**-Contractor shall be knowledgeable of the County's ACCESS Transportation Program, all working manuals and handbooks, the Americans with Disabilities Act (ADA) rules and regulations for paratransit as a complement to fixed route service, and work with the **S.P.**-Contractors to insure compliance.
- b. ACCESS Transportation is a service model which requires a team approach and open communication between all parties involved in delivering the service(s). The County considers the coordination effort as key to the success of this Contract. The **C.C.**-Contractor shall ensure that except for vacations, illness, or emergency, the **C.C.**-



Contractor's Project Manager and other staff as appropriate, attend regular coordination meetings with the County and **S.P.**-Contractors, and other meetings, as deemed necessary by the County. Additionally, the **C.C.**-Contractor shall ensure that appropriate staff attend a weekly ACCESS Transportation operations subcommittee meeting. The County shall arrange for the coordination of such meetings.

- c. The **C.C.**-Contractor shall be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for eligible riders in King County.

## 2. REPORTING

- a. The **C.C.**-Contractor shall work with the County and the Contracted **S.P.**-Contractors in the development of an "ACCESS Transportation Policy and Procedures Manual" which shall establish operating methods, procedures and protocols to follow.
- b. The **C.C.**-Contractor shall submit an electronic and hard copy of a monthly report similar to that shown in EXHIBIT 5A-1 with the **C.C.**-Contractor's monthly invoice.
- c. The County may request information on the provision of service to a particular client(s). The **C.C.**-Contractor shall provide this information to the County as soon as possible, but not later than two (2) business days after the request. The **C.C.**-Contractor shall assist the County at no additional cost in the collection of service information required by agencies of the state and federal governments.
- d. The **C.C.**-Contractor shall maintain training records to verify that training for its employees is current and up to date. Such records shall specify dates, course title, course content and the number of training hours completed for each affected individual.
- e. The **C.C.**-Contractor shall assist the County, at no additional cost, in conducting periodic surveys of riders, as well as collect other information the County may find necessary.
- f. The **C.C.**-Contractor shall disseminate service information to the County eligible riders via telephone or through the **S.P.**-Contractors.

## 3. MAINTAINING RECORDS

- a. The **C.C.**-Contractor shall maintain all data and written records in a secure manner to enable them to be used in current operations and to facilitation review and analysis. The **C.C.**-Contractor shall adhere to County standards for record retention, storage and destruction. The following records shall be retained for the six (6) year period following the termination of this Contract: and then destroyed to insure individual privacy
- b. The **C.C.**-Contractor shall establish and maintain records pertaining to all fiscal activities. The **C.C.**-Contractor's, and any of it's, subcontractors' accounting systems shall conform to generally accepted accounting principals and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers. The **C.C.**-Contractor shall permit representatives of the County and the State of Washington to inspect, examine, make excerpts from or transcribe **C.C.**-Contractors work, documents, papers, materials, payrolls, books, records, accounts, and any and all data relevant to this Contract at any reasonable time and to audit and verify statements, invoices and bills submitted by **C.C.**-Contractor pursuant to this Contract, and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

- c. The County, its representatives and the State further reserve the right to examine, inspect, make copies or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Contract and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Contract and retention period, and the **C.C.-Contractor** shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever under this Contract and all pending matters are closed.
- d. The **C.C.-Contractor** shall be responsible for assisting the County with collecting monthly service data reports and information. These shall be retained by the **C.C.-Contractor** throughout the term of the Contract plus one-(1) year and shall be available to the County and **Service Provider(s)**.

### **6.3 Staffing of Control Center**

#### **A. Reservationists**

The **C.C.-Contractor** shall insure that sufficient personnel are assigned during all hours of operation to maintain the parameters contained in the performance standards. The **C.C.-Contractor** shall coordinate with the County and the **S.P.-Contractors** to determine the most effective method of managing day-of-service inquiries and cancellation calls from riders. The **C.C.-Contractor** shall ensure that their reservation staffs demonstrate the following performance standards:

1. Have a broad knowledge of all aspects of the service operations, including the ADA, and the computerized ride taking and scheduling procedures.
2. Be regularly involved in training.
3. Be familiar with the phone system being used, including voice monitoring systems and facsimile machines.
4. Be able to accurately enter information into the computer system.
5. Demonstrate sensitivity to the needs of people using this service including people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
6. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.

#### **B. Schedulers**

The **C.C.-Contractor** shall ensure that its scheduling personnel are assigned to meet service level requirements and that its scheduling personnel meet the following performance standards:

1. Optimize the number of rides and minimize circuitous routing.
2. Analyze service delivery issues and recommend and implement changes.
3. Be knowledgeable in all aspects of the service operations, county geography, local traffic patterns and the TRAPEZE computerized dispatch and scheduling software.
4. Incorporate feedback from drivers, dispatch and reservationists to continually improve service and productivity.
5. Be able to work under pressure and meet deadlines.



6. Be able to work cooperatively with the transportation **Service Providers'** personnel to ensure good communications and feedback.

**C. Dispatchers**

The **C.C.-Contractor** shall ensure that its dispatch personnel meet the following performance standards:

1. Shall demonstrate the ability to communicate efficiently via mobile radios and MDC's
2. Shall have experience multi-tasking, handling heavy radio traffic and be able to manage emergencies.
3. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.
4. Demonstrate sensitivity to the needs of people using this service including people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
5. Shall demonstrate knowledge of fleet and vehicle capacities, equipment requirements and limitations.
6. Shall be experienced in the use of TRAPEZE, and be involved in regular training to keep abreast of the most current and efficient use of the system.
7. Regularly attend the **Service Provider's** monthly driver's meeting to assist drivers in solving service problems.

**D. Passenger Service**

The **C.C.-Contractor** shall ensure that its passenger service personnel meet the following performance standards:

1. Understands ADA policies and procedures, and Contract requirements. Be able to answer rider questions. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.
2. Be knowledgeable in all aspects of the service operations, including service delivery, the reservations, scheduling and dispatch process, and the telephone systems.
3. Have sufficient knowledge of the County transportation system to be able to answer questions from the general public related thereto.
4. Demonstrate sensitivity to the needs of people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
5. Be able to organize work to provide timely resolution for riders.
6. The **C.C.-Contractor** shall provide staff who shall work with the County and **C.C.-Contractor** Technical Support staff to constantly review current and past performance of the system using a variety of reporting, survey, and analytical tools to improve service delivery, passenger service, and accountability.
7. The **C.C.-Contractor** shall ensure that its staff meet the following performance standards:
  - a. Familiarity with all standards, regulations, policies and procedures that govern the delivery of paratransit services.
  - b. Ability to communicate effectively, both verbally and in writing, with passengers, other **C.C.-Contractor** employees, employees of the County and **S.P.-Contractors** using tact, courtesy and good judgment.

- c. Have a thorough understanding of all workings of the ACCESS program in order to explain policies and troubleshoot problems.
- d. Be regularly involved in training – computer, passenger service, telephone etiquette and operations.
- e. Be familiar with the principles of quality improvement and systems analysis.
- f. Be able to produce reports and communicate in writing and verbally in a manner that shall assist in management decision making and communication in all aspects of the program.
- g. Monitor and enforce the County's No Show and Cancellation policies.
- h. Assist **C.C.**-Contractor staff in determining rider trip-by-trip eligibility.
- i. Administer No Show and Subscription Cancellation Policies.

**E. IS Manager (key position), Database Administrator and Technical Staff**

1. The **C.C.**-Contractor shall be responsible for providing the following staff to maintain the hardware and software applications, as well as all facets of the operations that are supported by technology and required to operate the **C.C.**-Contractor and **S.P.**-Contractors:
  - a. Network and Database Administration
  - b. Mapping Support
  - c. Systems Analysis
  - d. Reporting
2. **C.C.**-Contractor shall be required to provide at a minimum an:
  - a. IS Manager,
  - b. Database Administrator,
  - c. Trapeze Software Specialist
  - d. Mobile Data Computer Specialist.
3. RETAINING "IS" PERSONNEL
  - a. The **C.C.**-Contractor's IS Manager is deemed to be a key personnel whose retention by the **C.C.**-Contractor is necessary to ensure the continuity of consistently high service standards over the life of this Contract. It is the County's expectation that the **C.C.**-Contractor shall retain the service of the IS Manager it names in its proposal for a minimum of one (1) year from the date of service start-up. If for reasons other than a personal termination (voluntary resignation) or emergency, the **C.C.**-Contractor fails to retain the services of the named IS Manager for the time specified, such failure shall be deemed to be a material breach of contract and subject the Contract to immediate termination, at the County's option.
  - b. If the **C.C.**-Contractor fails to retain the services of the named IS Manager, subject to the foregoing exceptions, liquidated damages in an amount equal to the IS Manager's annual salary may be immediately assessed by King County, and collected through a reduction in payment owed the **C.C.**-Contractor in the next invoice cycle, or as otherwise agreed to at King County's discretion. Such liquidated damages shall not act as a penalty or forfeiture, but rather, shall compensate the County solely for the damage(s) to

the program's operation caused by the **C.C.-Contractor's** failure to adhere to contractual requirements and standards. (see PART B Subsection 2.26 Liquidated Damages)

#### 4. PERFORMANCE

- a. The **C.C.-Contractor** shall ensure that its IS Manager, and other key personnel, are sufficiently experienced, qualified and skilled to provide the service requirements contemplated by and established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the **C.C.-Contractor** intends to replace its named IS Manager, or other key personnel, the County shall be afforded notice and the opportunity to provide input to the **C.C.-Contractor** regarding any proposed replacement. As such, the **C.C.-Contractor** shall submit the resume and qualifications of a suitable replacement to King County within thirty (30) days after notification of the IS Manager's resignation or termination. The **C.C.-Contractor** agrees to give serious consideration to the County's input regarding any proposed IS Manager. The **C.C.-Contractor's** failure to provide a suitable IS Manager, who is qualified and capable of satisfactorily providing the services contemplated by and required pursuant to this Contract, may result in termination of the Contract.
- b. The **C.C.-Contractor** Shall ensure that its Technical Support staff meet the following performance standards:
  - (1) Receive, test and install software upgrades, new and replacement hardware, network modifications, virus protection software and provide acceptable communication of such to the County.
  - (2) Be responsible for the administration of TRAPEZE and the SQL database and "Action" shall include database replication and database queries using Transact SQL statement.
  - (3) Maintain an automated call distribution system (ACD), which integrates the most current **C.C.-Contractor** technology including caller direction by caller ID, links between caller ID and client and trip information, custom messaging, automatic call distribution and operator scheduling programs.
  - (4) Communicate requests for software enhancements to the County.
  - (5) Be responsible for working with the County's Information & Telecommunications Systems Section in the administration, maintenance and support of the Paratransit System Wide Area Network. Administration shall include providing user login scripts and user permissions for **C.C.-Contractor** and **S.P.-Contractor** staff, including internet connectivity and system backup procedures consistent with County specifications.
  - (6) Be responsible for supporting **S.P.-Contractor** staff in training and retraining operations staff in the proper use of TRAPEZE as is necessary to ensure uniformly high standards of competence and currency between Contractors. The **C.C.-Contractor** shall participate in direct training of all **C.C.-Contractor** staff, including **S.P.-Contractors**, with the installation of upgrades or other, new operations software.
  - (7) Be responsible for the CITRIX Metaframe, or equivalent, Server Farm. Provide WAN support for the **S.P.-Contractors**.
  - (8) The **C.C.-Contractor** shall ensure that its IS Manager or a qualified designee, whose qualifications as a qualified designee have been reviewed by the County and deemed consistent with the Contract requirements and performance standards, shall be available during all hours of operation for system maintenance and technical support.

(9) Be responsible for the Administration of other software products and applications i.e. "Action",

- c. The **C.C.**-Contractor shall be responsible for coordinating with the County's staff regarding integration of map updates to the base map. The **C.C.**-Contractor shall develop mechanisms for communicating changes to the County's base map. The **C.C.**-Contractor shall be responsible for ensuring that all staff that is required to use mapping software features are competent in applications and updates.
- d. Monitor the performance of the MDC system and respond promptly to MDC performance problems. Track outstanding MDC issues. Work closely with technical staff of the MDC vendor as directed by King County's Accessible Services.

## 5. ANALYSIS

- a. The **C.C.**-Contractor shall provide regular analysis of all TRAPEZE data described by the County to determine areas of improvement. The **C.C.**-Contractor shall have responsibility for producing standard and ad hoc reports in support of all aspects of service delivery, passenger service, and regulatory reporting.
- b. Provide analyses such as: patterns or practice of trip denials, passenger cancels and no shows, trips delivered, trip patterns, geographical barriers, service and route area evaluations. Other queries/analyses beneficial to productivity shall be initiated by the **C.C.**-Contractor and provided to the County. The **C.C.**-Contractor shall provide information in formats described by the County.
- c. Assist the County's Contract Administrator and staff by continuously examining **C.C.**-Contractor performance, including reservations, scheduling and dispatching, to evaluate fleet mix and facility locations, impacts of scheduling methodology on efficiency, cost-benefit analyses of changes in operating procedures, efficiencies of **C.C.**-Contractor staffing and call management and additional assignments as directed by the Contract Administrator.

## 6. REPORTS

- a. Be responsible for the creation (according to County specifications) and maintenance of regular and ad-hoc reports necessary to monitor, evaluate and administer the ACCESS Transportation system.
- b. Submit an electronic monthly report similar to that shown in EXHIBIT 5A-1 with the **C.C.**-Contractor's monthly invoice in accordance with the Payment Procedures Section of the Contract. The County will supply a template upon implementation of the Contract. From time to time, changes to the template may be initiated by the County at which time the **C.C.**-Contractor shall make necessary adjustments.
- c. The County may request information on the provision of service to a particular rider(s). The **C.C.**-Contractor shall provide this information to the County as soon as possible, but not later than five (5) business days after the request. The **C.C.**-Contractor shall assist the County at no additional cost in the collection of service information required by agencies of the state and federal governments.
- d. Assist the County, at no additional cost, in conducting periodic surveys of riders, as well as collect other information the County may find necessary.

## 7. TRAINING

- a. Ensure that its Reservationists, Schedulers, Dispatchers, and Passenger Service staff receive the training required to perform their jobs in a manner consistent with the goals of this Contract. The evaluation of training effectiveness shall be based on performance indicators and not solely by the **C.C.-Contractor** meeting minimum training hours required under this Contract. In addition, the **C.C.-Contractor** shall ensure that technical, supervisory and management staffs receive regular opportunities to improve their professional performance.
- b. The **C.C.-Contractor** shall ensure that all of its employees receive regular training that develops skills and increases understanding of people with disabilities, people of all sexual orientations, cultural and racial minorities, and all ages. The **C.C.-Contractor** shall also ensure that all of its employees participate in a County-sponsored orientation to King County's Paratransit Program and ACCESS Transportation service.
- c. Contractors training programs for staff, shall be reviewed by the County. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance.
- d. The **C.C.-Contractor** shall ensure that its training program(s) for the Reservationists, Schedulers, Dispatchers, Quality Assurance and Passenger Service staff include a minimum of 80 hours of training prior to providing service. The **C.C.-Contractor** shall also ensure that its employees undergo the following minimum training prior to independently performing the tasks associated with their jobs:
  - (1) Competence in telephone courtesy, passenger service techniques and all applicable applications of the TRAPEZE, dispatch and other communications and information systems as are necessary to perform the task.
  - (2) Attendance at a sensitivity training program developed and conducted by the **C.C.-Contractor**.
  - (3) Complete familiarization with the County's ADA Paratransit Service Program, policies and procedures manual, ACCESS Transportation Operation Handbook, and the geographic area in which service will be provided.
- e. Regular training, monthly or bi-monthly, (equal to 2-hrs per month) shall be provided by work group, based on any documented areas of needed improvement or to support implementation of new policies, procedures, or operational guidelines. Regular passenger service training shall be provided to all persons who have contact with riders or King County personnel.
- f. The **C.C.-Contractor** shall Provide sufficient training in the use of the TRAPEZE system to ensure that its staff is proficient in using the system to manage the service in a cost effective and efficient manner.
- g. The **C.C.-Contractor** shall have a plan to provide regular training for all staff with ongoing opportunities to improve their own skills in observation, coaching and motivation, in addition to technical skills. The **C.C.-Contractor** shall ensure that its technical support staff receive regular appropriate training in areas of expertise that support and benefit their work to include network administration, telecommunications, technical certification, mapping, statistical analysis, database and spreadsheet management.

## 8. MONITORING

- a. The **C.C.-Contractor** shall provide a monitoring system for all employees in these categories to include regular observations of assigned work, review of recorded telephone and radio communication, review of any record keeping requirements or written work products, and one-on-one coaching. The **C.C.-Contractor** shall ensure that sufficient lead and supervisory personnel are assigned to these responsibilities to ensure that each employee receives a review annually, and at any time that a passenger comment identifies a possible deficiency in passenger service, including feedback from service operations. Where appropriate, a peer review program is encouraged.
- b. The **C.C.-Contractor** shall maintain training records of its staff including Reservationists, Schedulers, Dispatchers, Quality Assurance and Passenger Service staff.
- c. The **C.C.-Contractor** shall maintain training records to verify that training of its employees is current and up to date. Such records shall specify dates, course title, course content and the number of training hours completed for each affected individual. The County reserves the right to review training records with **C.C.-Contractor** management and shall do so not less than once each calendar year.

#### **6.4 Equipment & Materials of Control Center**

##### **A. Equipment Requirements**

1. The County will supply software licenses for TRAPEZE, the IVR hardware, the Mobile Data Computer/Automated Vehicle Locating (MDC/AVL) hardware and software, the WAN software and hardware, the database, scheduling and SQL server software, the T-I lines and the on-going TRAPEZE, IVR and MDC/AVL maintenance Contracts
2. Except as provided for otherwise in the Contract, the **C.C.-Contractor** shall provide all equipment and software license(s) necessary to satisfactorily perform the service under this Contract plus the following as a minimum:
  - a. Provide the workstations, servers and equipment to operate the automated scheduling system. Startup software, hardware, and upgrades as listed in equipment exhibit shall be expensed to the County and shall be billed to the County according to the amortization tables (attached as Purchase Schedule Exhibit) at 9.9% annum fee on the actual purchase price applied over a period beginning at each purchase time and ending on July 31, 2013.
  - b. Provide, operate and maintain a telephone system, including Automatic Call Direction (ACD) capability, a voice monitoring system for reservations, dispatch, Quality Assurance and Passenger Services, and other business telephone lines. The system shall be compatible with the County IVR system.
  - c. Provide, operate and maintain **C.C.-Contractor** e-mail system.

##### **B. Facsimile Equipment (FAX)**

The **C.C.-Contractor** shall provide FAX equipment that shall meet the service requirements of this Contract. The FAX shall be capable of reading incoming messages into memory.

##### **C. Emergency Services Plan**

1. The **C.C.-Contractor** shall provide its emergency services plan including the utilization of a generator and Uninterruptible Power Supply (UPS) of sufficient size and capacity to provide services including call taking, dispatch and scheduling. The **C.C.-Contractor** shall also provide the County with methodology used to determine the generator's and UPS minimum



capacity. A plan shall also be approved by the County's Contract Administrator that shows a regular testing and maintenance program for the emergency equipment.

2. **C.C.-Contractor** shall maintain off site back-up **C.C.-Contractor** at a site specified by the County. This site shall be able to receive real time replication of data and have the resources to maintain primary functions of the **C.C.-Contractor** in the event of an emergency and/or disaster. Cost associated with maintaining the back-up **C.C.-Contractor** will be reimbursed as direct cost.

## **6.5 Control Center Operations Data**

### **A. STATISTICS**

Table 4 provides **C.C.-Contractor** Telephone Statistics for the Proposer. The average weekday and weekend (Saturday & Sunday) telephone demand is as follows:

### **B. STAFFING**

1. The **C.C.-Contractor** shall provide adequate staff to ensure that eligible riders are able to make reservations up to three (3) Days in advance, including weekends and holidays with 90% of the calls, including TTY calls, to be answered within three (3) minutes.
2. The **C.C.-Contractor** shall ensure that persons for whom English is a second language shall have equal access to services through the use of appropriate communication means. This expense may be billed as a pass through.
3. The **C.C.-Contractor** shall ensure that its staff participate in work groups with other **C.C.-Contractors'** staff to review operations of **S.P.-Contractors** for efficiencies and to recommend changes to improve service.

### **C. REPORTS**

1. The **C.C.-Contractor** shall make recommendations to the County concerning any deficiencies in written information prepared by the County that can be improved or improve rider access to services.
2. The **C.C.-Contractor** shall provide Quality Assurance staff who shall work with the County and **C.C.-Contractor** Technical Support staff to constantly review current and past performance of the system using a variety of reporting, survey, and analytical tools to improve service delivery, passenger service, and accountability.
3. The **C.C.-Contractor** shall review operations on a real time basis, monitoring TRAPEZE and ACD screens during the day of service, monitoring dispatch radio transmissions and reservationists' telephone calls.
4. The **C.C.-Contractor** shall use standard and ad hoc reports from TRAPEZE, the ACD system, the ACTION passenger comment data base and other sources as appropriate and available to identify and evaluate activities for compliance with operating standards, policies and procedures, application of training, passenger satisfaction, and opportunities for improvements.
5. The **C.C.-Contractor** shall recommend changes to King County operations to improve transportation or system efficiency by reviewing **Service Provider** performance, accident record, driver comments, etc.
6. The **C.C.-Contractor** shall ensure that its staff regularly solicit, review, and present information to **C.C.-Contractor** management and County Contract administration on passenger satisfaction and concerns.

### **D. SCHEDULING**



1. The C.C.-Contractor shall provide dispatch coverage for all hours of transportation service operation. Additionally, the C.C.-Contractor shall provide non-reservation coverage from 5:00 p.m. to 8:00 a. m. to process ride inquiries, comments, and cancellations, to call riders with changes, to optimize service on day of service, and to ensure that its drivers receive breaks and lunches.
2. The C.C.-Contractor shall work with the S.P.-Contractors to ensure that rides are provided. (see PART B, Subsection 2.26 Liquidated Damages). A vehicle shall be considered on time if the actual arrival time is within the thirty minute pick up window.
3. The C.C.-Contractor shall provide after hours - phone services for the King County Vanpool Program. These calls are from Vanpool riders reporting incidents and accident. Such calls are recorded in a database and forwarded to on-call vanpool as need.
4. In the interest of safety and privacy, the C.C.-Contractor shall only accept ride requests or changes from the individual riding, or others authorized by the rider. No information about riders or rides shall be provided to other individuals except that the C.C.-Contractor can confirm arrival times for people at a destination that is expecting a rider to arrive on that same day.
5. The C.C.-Contractor shall be required to provide services throughout King County and into adjacent counties. Prior to each of the three (3) yearly fixed-route service changes, the County will provide the C.C.-Contractor with information regarding any changes to the service areas. This information will include the geographic service area, and hours and days of service. This information will be provided in an electronic format.
6. The C.C.-Contractor shall inform the ACCESS rider that the vehicle may arrive any time during a 30 minute window. The rider should not be told the scheduled time as that may change. Passengers can call the IVR system to confirm scheduled times.
7. The C.C.-Contractor shall accurately enter necessary information into the client ride file of the Computerized Dispatch, Scheduling and Information System for each ACCESS ride request in accordance with approved procedures.
8. The C.C.-Contractor shall schedule all ride requests applying service area and conditional eligibility constraints. Requests that are not scheduled because system capacity has been reached shall be put on the unscheduled ride list and the rider given a pick up window. The scheduler shall place all unscheduled rides onto a route or overflow provider.
9. The C.C.-Contractor shall record all incidents, comments, commendations and rider suggestions daily and enter them into the computerized information system according to the established policies and procedures.
10. The C.C.-Contractor shall schedule rides in a manner that ensures that the S.P.-Contractor is able to deliver riders to their destinations within the established time frame arranged when the ride was requested. At no time, shall the number of riders or the routing of vehicles be allowed to compromise adherence to performance standards. This will be monitored by the Contract Administrator and staff through review of the performance standards.
11. The C.C.-Contractor shall ensure that a rider's scheduled ride time shall be no greater than one hour before or after the boarding time originally requested by the rider or greater than one hour earlier than a scheduled appointment (arrival) time requested. Riders may request either a pickup or appointment time, but not both. TRAPEZE parameters shall be set to provide the calltaker with the one most efficient trip for each request. The caller has the option of negotiating, accepting or rejecting the offered trip.
12. The C.C.-Contractor shall work with S.P.-Contractors to develop a plan to ensure driver breaks and lunches that shall have the least impact on the provision of service. This plan shall conform to applicable law.

13. The **C.C.-Contractor** shall coordinate maintenance of the map of the service area with the County's staff. It is the County's goal for the County base map to be used as the transit system map as soon as it is technically feasible.
14. The **C.C.-Contractor** shall ensure that its staff identify areas where operational reporting can be improved and work with Technical Services to design and improve reports.
15. The **C.C.-Contractor** shall monitor new technology and evolving service models and make recommendations to the County for changes to improve service.

**E. FEEDER CONNECTIONS**

1. The **C.C.-Contractor** shall work with the County and with transit systems that provide paratransit service contiguous to King County to ensure that riders traveling into or out of King County shall receive efficient, coordinated service. This shall involve using the scheduling software and manual systems to record, process, and deliver trips that require a transfer from one paratransit provider to another.
2. The **C.C.-Contractor** shall work with the County to develop and successfully deliver the paratransit feeder-to-fixed route service. This shall involve coordinating ACCESS Transportation drop-offs and pick-up at various locations throughout the county to connect paratransit riders with fixed route and rail service.
3. The **C.C.-Contractor** shall ensure that wait times for all transfer trips, inter-county, inter-zonal, and feeder-to-fixed route shall be scheduled and delivered in a manner to minimize the wait time for riders while making efficient use of ACCESS Transportation resources.
4. The **C.C.-Contractor** shall ensure and provide coordination of service between King County and other counties in the Puget Sound area or with agencies that have a coordinated transportation agreement with King County.

**F. TRAINING**

The **C.C.-Contractor** shall ensure that its Quality Assurance staff participate in regular operations training and service improvement meetings with the **C.C.-Contractor's** reservationists, dispatchers, schedulers, passenger service staff, supervisors and managers to review operating efficiencies and recommend changes to improve service to riders and the County.

**6.6 Other Control Center Responsibilities**

**A. Coordination**

In order to improve the coordination between various programs offered by other organizations in the region, the **C.C.-Contractor** may be asked to perform other duties and or to accept other responsibilities similar to those performed in this Scope of Work, but for other paratransit / rideshare programs in the Puget Sound region. These duties and responsibilities may include but shall not be limited too, implementing, ride matching, scheduling, dispatching, brokering transportation services and coordinating accident/incident response. The additional duties and responsibilities will not exceed more than 15% of the Contract's current annual estimated value and will be negotiated as a Contract Change.

**B. Investigation & Design**

At the request of the County, the **C.C.-Contractor** shall provide staff to participate in the investigation, design, and implementation of other coordination opportunities presented through the County's Market Development Section, Accessible Services, or other County agencies.

**C. Accident/Incident Response and Notification**

The **C.C.-Contractor** shall follow the accident/incident response and notification policies as described in the ACCESS policies and procedures (See, EXHIBIT 10) or as otherwise directed by the County.

## 6.7 Transit Instruction & Pathway Reviews

Proposers will include pricing for this work in their proposals. The Proposer may use an approved subcontractor for this work.

### A. Overview

1. King County began certifying applicants for its ADA Paratransit Program in 1993. Eligibility for ADA paratransit service is based on whether a person's disability prevents independent use of accessible bus service some or all of the time, rather than on whether a person has a disability. Some persons may be able to use the bus for some trips, and may use paratransit service for other trips. For example, a person whose only disability is night-blindness would be "conditionally eligible:" i.e. able to use paratransit service only when the condition of darkness exists during the trip they wish to take. For "conditionally eligible" persons each request for a trip requires a decision about whether their eligibility conditions apply to the specific trip requested. Applicants for ADA Paratransit service may also request certification for door-to-door or hand-to-hand service, and to be accompanied by a personal care attendant.
2. ACCESS Transportation van service parallels King County Metro bus operations, and is available seven (7) days a week, twenty-four hours a day in areas where bus service is available those days and hours.

### B. Transit Instruction - Introduction

1. In 1994, King County began a program to provide individual and group transit instruction for seniors and persons with disabilities. Individuals receiving instruction have continued to be successful in riding the bus; some have required (and will periodically continue to need) brief reinstruction as their places of work, bus service or residence have changed.
2. The **C.C.-Contractor** shall provide training to persons with a wide range of abilities. The **C.C.-Contractor** shall be able to provide appropriate transit instruction services to anyone who is determined to be a suitable candidate within the limitations of this Contract. Persons receiving training may:
  - a. Be unfamiliar with or reluctant to use accessible fixed route service;
  - b. Speak little or no English;
  - c. Have one or more cognitive or physical disabilities;
  - d. Require auxiliary or supplemental aids and services; or
  - e. Be regular bus riders who require training with a newly-acquired mobility aid.
3. The **C.C.-Contractor** shall provide comprehensive orientation and mobility training for persons with disabilities. To be suitable candidates for training, individuals and members of groups shall already possess basic skills. The effectiveness of the program shall be measured by documenting the amount of work accomplished under each Task. Of primary importance shall be:
  - a. The total number of persons completing instruction ,
  - b. The total number of persons with conditional eligibility completing instruction
  - c. Total bus trips taken per week immediately after training,

- d. Total bus trips taken per week three (3) - and 12-months post training.

C. Task Summary

The County reserves the right of prior approval of all material and procedures required by this scope of work. The C.C.-Contractor shall also provide:

- Curricula, protocols and tools for all Contract elements
- Language translation as necessary for groups and individuals.
- All required accessible formats and supplemental services, except that the County will provide its standard materials (e.g., bus schedules, brochures) in accessible formats.
- **Note:** The County reserves the right to require the C.C.-Contractor's staff be removed from performing these Tasks as a result of justifiable complaints by participants, or their guardians, support system or allied agencies.

1. **Task A: Outreaches:**

Conduct a community outreach program to inform interested persons and community agencies of the availability of transit instruction, and recruit them into the program.

2. **Task B: Individual Transit Instruction:**

Screen referrals from the County and other sources to determine if such training is appropriate and supported by the family/support group; and, if so, provide individual bus transit instruction in the field for persons whose disabilities prevent them from using regular lift-equipped bus service independently for some or all trips, but who could use the bus after such training; and conduct post-training evaluations of training effectiveness.

3. **Task C: Group Transit instruction:**

Provide transit instruction, in the classroom and the field, for groups of senior citizens, and people with disabilities who are functionally able to ride the bus but who are unfamiliar with or reluctant to use the bus.

4. **Task D: Reinstruction :**

Provide reinstruction for individuals when the residence or destination changes, or when the County makes significant changes to the bus service.

Provide reinstruction for those individuals who have been instructed, where any portion of their route consists of using a bus with the same bus route number, and where the bus is headed in the same direction, and when using the same bus zone as a previous instruction within the last two (2) years.

5. **Task E: Bus System Instruction :**

Provide general bus system instruction for persons with disabilities and seniors familiar with bus service who are new to the County, or new to using fixed-route bus transportation.

6. **Task F: Bus Lift Instruction :**

Provide lift training for persons who know or have agreed to participate in individual transit instruction, and who know how to ride the bus except for this component.

7. **Task G: Pathway Review**

Provide Pathway Reviews for conditionally eligible riders to evaluate whether applicable barriers exist to preclude them from using fixed routes.

D. Travel Skills & Abilities

1. Candidate for services under Tasks B, C, D, E, and F shall possess these skills:
  - a. Ability to follow simple directions and learn a simple routine.
  - b. Ability to express needs, verbally or non-verbally.
  - c. Basic orientation and mobility skills.
  - d. Basic social skills.
2. To be eligible for training under these Tasks, candidates shall be able to learn the skills necessary to accomplish the following bus travel tasks:
  - a. Knowing the correct bus, including distinguishing between two (2) or more buses at the same stop.
  - b. Getting to and boarding the correct bus, including travel from home to the bus stop, boarding at the right time, paying the fare, and finding a seat.
  - c. Knowing where to get off the bus, including watching for and recognizing landmarks along the way.
  - d. Getting off the bus, including communicating the proper stop to the driver, and exiting the correct door in a timely manner.
  - e. Transferring, including getting to the appropriate bus stop, and identifying, boarding and exiting the correct bus.
  - f. Reaching the destination, including crossing street safely with or without lights.
  - g. Appropriate public behavior, including waiting to board, bus riding manners, sharing seats, and dealing with strangers.
  - h. Knowing emergency procedures, including carrying identification with home address and phone, getting assistance from the driver, missing a bus or getting on the wrong bus, route changes, dealing with harassment, asking for help, and using the phone.
3. The **C.C.-Contractor** shall be able to identify how various disabilities will impact an individual's ability to accomplish these tasks, and implement training curricula that shall accommodate such impacts. In addition, the **C.C.-Contractor** shall state if subcontractors will be used to provide specific training for persons who are blind deaf, deaf-blind or have other disabilities, or for whom English is not their primary language.
4. In order to ensure program effectiveness, King County anticipates that the **C.C.-Contractor** will need to set, as a monthly performance goal, the following number of tasks:

Monthly Goal/Quantity	Description	
(4)	Task A	<b>Outreaches</b> where information about group or individual travel training is the sole or primary topic.
(12)	Task B	<b>Individual Bus Transit Instruction</b> for persons with disabilities
(6)	Task C1	<b>Group Transit instruction (classroom)</b>
(6)	Task C2	<b>Group Field Trips</b>
(3)	Task D	<b>Reinstruction</b> .....(individual or group)
(3)	Task E	<b>Bus System Training</b> .....(individual)
(8)	Task F	<b>Bus Lift Training</b> .....(individual)
(25-50)	Task G	<b>Pathway Review</b> .....(individual)

5. The **C.C.**-Contractor may perform more than these average amounts. The **C.C.** may perform more or less in each of the above categories as demand dictates.
6. King County expects the **C.C.** Contractor to instruct individuals and groups referred for transit instruction through regular outreach activities in the community. The **C.C.** Contractor shall seek referrals from community agencies and programs, residential facilities and government agencies.
7. Individuals shall be referred for transit instruction that have been identified as likely candidates through the County's eligibility procedures for the ADA Paratransit Program. King County may also refer individuals identified by other groups as likely to benefit from bus transit instruction. In addition, King County will identify sites where groups of people might be interested in transit instruction. Referrals from the County's ADA Paratransit Program shall take priority over community referrals.
8. Exception: King County will be the sole source of all referrals for accessible site trip reviews, and all trip-by-trip eligibility appeals.

E. Task Details

1. **TASK A:** Outreach [8 Hrs]
  - a. The **C.C.**-Contractor shall perform an on-going targeted outreach program for agencies and organizations representing persons who may be eligible and appropriate for training, and related residential facilities. The program shall include a process for tracking all outreach activities, including contact dates, results of contacts, names and phone numbers of people involved, time spent, referrals received, and a method for identifying and resolving any concerns about the training. Concerns regarding bus or paratransit service shall be forwarded to the King County Registration Manager.
  - b. The **C.C.**-Contractor shall periodically re-contact representatives of such groups to offer opportunities for individual and group transit instruction. King County staff may be available on request to provide information about the ADA Paratransit or Taxi Scrip Programs, changes in fixed route bus service, or other similar services.
2. **TASK B:** Individual Bus Transit instruction [35 Hrs] Maximum number of hours
  - a. Candidates for individual bus transit instruction shall regularly travel (or plan to travel) by fixed route bus, at least a minimum of one (1) or more days per week, following training. Some exceptions may be made by approval of the King County Registration Manager.



- b. Pre-Screening for individual bus transit instruction. The **C.C.-Contractor** shall use a pre-screening tool to determine an individual's eligibility, primary transportation needs and suitability for bus transit instruction. Pre-screening shall include all aspects of the potential for successfully completing training, including the trainee's support system. Pre-screening shall also include verification that bus service exists to meet the individual's travel needs, and identification of the number of trips the person will take on accessible fixed route bus service after completing training. If individual transit instruction is determined not to be appropriate for any person, the reasons for that determination shall be included. All aspects of the pre-screening evaluation shall be clearly documented by the tool.
  - c. The **C.C.-Contractor** should expect to pre-screen more individuals than are identified as suitable candidates for bus transit instruction under this Contract.
  - d. The **C.C.-Contractor** shall notify King County's Registration Manager of individuals or groups determined to be unsuitable for training and the reasons for this determination. King County reserves the right to request further assessment(s) in these cases.
  - e. The **C.C.-Contractor** will use individualized training curricula and reports for persons with varying disabilities; some may require supplemental aids and services, or their primary language may not be English. Timelines for measurable progress will be established; all phases of the individual's progress through their training shall be documented. As necessary, the **C.C.-Contractor** shall develop the training program in conjunction with the trainee's community support system.
  - f. To meet the individual client's primary transportation needs, training services shall be performed at the same hours, places, and days as the bus service the trainee intends to use.
  - g. Suitable candidates for bus transit instruction should require no more than thirty-five (35) hours of **C.C.-Contractor** time to perform all associated work. "All work" shall include but may not be limited to training, and reporting.
  - h. The **C.C.-Contractor** shall obtain the written approval of the King County Registration Manager to continue training beyond forty (40) hours for any individual. Such a request for approval shall include specific information why additional training is needed, the type and number of hours of any additional training, and a summary of the consequences of abandoning the training versus the likelihood of a successful outcome if training is continued.
3. **TASK C: Group Transit instruction (group)**
- a. [8 Hrs] Maximum number of hours for Task C1 (below)  
[4 Hrs] Maximum number of hours for Task C2 (below).
  - b. The **C.C.-Contractor** shall use a basic curriculum that teaches the fundamentals of riding the bus for transit instruction groups of eight (8) or more persons. Persons participating in group transit instructions will be functionally able to ride the bus but may be unfamiliar with the system or reluctant to use the bus. Each group transit instruction shall consist of the following, conducted on days which are convenient to the group:
    - c. **TASK C1 Group Transit Instruction:** Orientation to the King County bus system, using visual aides to illustrate individual steps; King County will provide appropriate equipment.



- d. **TASK C2 Group Field Trip:** One (1) or two (2) field trips to destinations within King County; each group will agree on the date and destination for their field trips. When a second field trip is taken please indicate this in the monthly performance report as a second field trip.
  - e. Prior to training, the **C.C.-Contractor** shall use a pre-screening tool to determine that the majority of group members are amenable to learning how to ride a King County Metro bus. The **C.C.-Contractor** shall also verify that bus service exists for the group destinations, and that staff of the associated facility or program shall support the group transit instruction process. Pre-screening shall include an estimate of the number of trips group members shall take on accessible fixed route bus service after completing transit instruction, and identify how post-training evaluations shall be accomplished. If transit instruction is determined to be inappropriate for any group, the reasons for that determination shall be included. All aspects of the pre-screening evaluation shall be clearly documented by the tool.
  - f. The **C.C.-Contractor** should expect that nearly all groups pre-screened for training shall be identified as suitable for group transit instruction under this Contract.
  - g. Group transit instructions should require an average of eight (8) hours of **C.C.-Contractor** time to perform all work associated with Task C1. "All work" shall include but may not be limited to procuring training appointments, group screening, group training, and post-training reports. Each Task C2 field trip should require an average of four (4) hours.
  - h. Some persons participating in group transit instructions may request individualized bus transit instruction. The **C.C.-Contractor** shall use the Task B individual bus transit instruction pre-screening and confirmation procedures to determine eligibility and appropriateness of such additional training.
  - i. The **C.C.-Contractor** will receive a limited number of referrals for group transit instructions from King County, and shall be required to independently arrange such events.
  - j. One group training (Tasks C1 and C2) is allowed for each year for each agency or special agency class.
4. **TASK D: Reinstruction (Individual) [25 Hrs]** Maximum number of hours
- a. Some individuals who have successfully completed Task B may periodically require re-training if their places of work or residence change, or if King County Metro's bus service changes significantly. King County expects that re-training for such individuals will require no more than twenty-five (25) hours of **C.C.-Contractor** time to perform all work associated with the re-training.
  - b. Such requests for individual re-training shall be identified and reimbursed separately on reports to King County. All required pre-screenings, agreements to participate, reports and post-training evaluations shall be completed for persons which are being re-trained.
  - c. A reinstruction applies whenever any portion of an individual's route consists of using a bus with the same bus route number, headed in the same direction, and using at least one of the same bus zones as a previous training successfully completed within the last two (2) years.
5. **TASK E: Transit Training (Individual) [15 Hrs]** Maximum number of hours

- a. The **C.C.-Contractor** shall provide general bus system training for individuals with disabilities and seniors familiar with bus service. Suitable candidates may:
  - (1) have received individual bus transit instruction and require some additional training to transfer their skills to the general bus system, or
  - (2) Have used transit service elsewhere, and be new to King County.
- b. King County expects that general bus system trainings will require no more than fifteen (15) hours of **C.C.-Contractor** time to perform all work associated with the training.

6. **TASK F: Bus Lift Training (Individual) [8 Hrs]** Maximum number of hours

- a. King County will make available facilities where individuals who require use of the bus ramp lift to board/deboard can acquire experience without the necessity of using buses in regular service. King County has a two-part mock-up of the front end of a bus: a wheelchair lift of the same manufacture and model used on King County buses plus a platform, and the front seating area including mobility aid securements. King County will pay any fee for use of the mock-up at no cost to the **C.C.-Contractor**. In addition, a regular King County bus and driver may be periodically available off the route at a site where trainees can interact with the driver to board and deboard; there is no fee for this service. Arrangements for use of either site shall be approved in advance through King County's Registration Manager.

7. **TASK G: Pathway Review (Individual) [3 Hrs]** Maximum number of hours

King County will make available a list of locations for conditionally eligible riders that have a trip that could possibly take all or part of the trip on METRO fixed route if it is determined that the conditions for which they ride ACCESS do not exist at one or more ends of the trip. The **C.C.-Contractor** shall perform a Pathway Review to the nearest bus stop for all prescribed parts of the trip to determine what barriers exist and what conditions would apply to the given location. The **C.C.-Contractor** shall use the forms identified in, **EXHIBIT 8** and coordinate results with Accessible Services' Mobility Planner.

F. **APPROVAL TO TRAIN**

After screening and before training for Tasks B, D, E, and G, the **C.C.-Contractor** shall forward via e-mail an "Approval to Instruct : form to the King County Registration Manager, if the total number of one-way trips after an instruction is completed will be less than 50. (See, **EXHIBIT 8** for the form.) A completed form shall be returned via e-mail by the close of the following business day. Instruction may begin only after receipt of approval From King County, if one-way trips total less than 50 after an instruction is completed.

The approval procedure is as follows:

1. Screen Applicants
2. Fill out Screening Form for each applicant that has been determined to be capable of being trained
3. Send to Registration Manager
4. Receive Approved Form
5. Beginning Training (only after receiving approved form)

G. **REQUIRED AGREEMENT TO PARTICIPATE IN TRAINING**

Prior to any field work for Tasks B, D, and E, all persons receiving individual instruction, reinstruction, or system instruction shall sign an "Agreement and Consent for Individual Bus

Transit instruction" form that includes a release of information. King County reserves the right of approval of all forms. If applicable, the trainee's parent or legal guardian shall authorize participation in writing on the form. Participation in the program is voluntary and persons may discontinue training at any time. The **C.C.-Contractor** shall make every reasonable effort to address concerns raised by the trainee, parent or guardian, or other members of the support group.

#### H. SCHEDULING TRAINING AND HOURS OF SERVICE

1. The **C.C.-Contractor** shall schedule screenings, trainings and other associated activities in a manner that maximizes efficient use of staff resources. For persons identified as suitable candidates, training should be completed as promptly as possible while still meeting the objective of providing the persons with sufficient skills to allow them to independently use regular accessible bus service to meet their primary travel needs.
2. The **C.C.-Contractor** shall be available during normal business hours of 8:00 am to 5:00 p.m. Monday through Friday to handle referrals, conduct screenings and provide training. To meet the primary travel needs of trainees, the **C.C.-Contractor** shall provide services during the same times of day, at the same places and on the same days as the bus service the trainee intends to use. Training shall be designed to accommodate the trainee's work schedule or other regularly scheduled activities.

#### I. TRAINEE SAFETY

All persons referred to the **C.C.-Contractor** for individual training, and many persons participating in group transit instructions, shall have some degree of physical or cognitive disability. The **C.C.-Contractor** shall ensure that it has adequate and appropriate policies and procedures in place and has trained its staff sufficiently to prevent trainees from being placed in unsafe situations during training. The screening tool shall be designed to identify areas where trainees may encounter potentially unsafe situations during travel or where their disability may make them particularly vulnerable. The training program shall be designed to avoid exposure to or provide the skills necessary to deal with those situations.

#### J. REQUIRED REPORTS

1. Required reports shall be submitted in a format approved by King County along with invoices for payment, within ten 10 working days after the end of each month. Note: King County's Accounts Payable Section will establish the deadline for December invoices, which typically falls between the 4th and 10th of January; the **C.C.-Contractor** will be advised of this date as soon as it is established.
2. The monthly reports shall be presented in MS EXCEL and include the following:
  - a. A summary of individual and group trainings or re-trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
  - b. A summary of all general bus system trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
  - c. A summary of all bus lift trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
  - d. A summary of outreach activities during the month, plus comments made by participants or members of their support systems;
  - e. outreaches scheduled and not yet performed;
  - f. persons referred for and awaiting training;

- g. A summary of group transit instructions completed during the month including names and contact numbers of participants.
  3. The C.C.-Contractor shall provide listing in MS WORD of the following:
    - a. Copies of "individual agreement to participate" forms for instructions, reinstruction's, and system instructions initiated during the month;
    - b. Accidents or incidents involving any person referred for training, including the date, names of all parties involved and a description;
    - c. Complaints or commendations involving services provided under this Contract, including the date, names of all parties involved, and a description;

K. EMERGENCY POLICIES AND PROCEDURES

1. The **C.C.**-Contractor shall ensure that it has policies and procedures in place to respond to any emergencies which may arise, including during training sessions in the field. Emergency policies and procedures should take into account that training may take place in a wide range of environments and times of day, in order to meet the participants' primary travel needs. The **C.C.**-Contractor shall ensure that all of its travel trainers are equipped with cell phones for use in the field.
2. The **C.C.**-Contractor shall notify King County's Registration Manager immediately of any accident or incident involving any person receiving training, and of any complaints about which the complainant might intend to contact King County directly.

L. TRANSPORTATION FOR INDIVIDUAL AND GROUP TRAINING

The majority of training shall take place between each trainee's or group's actual origin and destination (including travel to and from bus stops). Regular accessible bus service shall be used for transportation. As part of the training program, the **C.C.**-Contractor shall ensure that qualified trainees register for a Regional Reduced Fare Permit (RRFP) if they do not already have one. For those instances where regular accessible bus service cannot yet be used for the trainee, ACCESS Transportation paratransit service may be available with adequate notice. If necessary, the trainer can accompany the trainee on the paratransit van. During training, King County will provide bus fares for trainees who would otherwise pay cash fare and for any staff conducting the training.

M. PARATRANSIT ELIGIBILITY COGNITIVE EVALUATION

Transit instruction staff may be required to conduct "cognitive evaluation" of individuals applying for paratransit services. The goal of the cognitive evaluations would be to assess the ability of an individual to learn how to ride fixed-route transportation. If this task is required, pricing for the additional work and the associated cost will be negotiated as a contract change/amendment.

## **SECTION 7 - General Questions**

### **Addm#2 Q8**

Question: Per a letter from Lance Norton, President ATU Local 587. In Mr. Norton's letter he references the recently negotiated CBA with MV Transportation. Mr. Norton states that the ATU believes that the 13C agreement between ATU and King County Metro extends to Metro's contractors. Does any of the service as outlined in the RFP carry any 13 (c) obligations to Metro or to the contractors of the service? Also please provide a copy of Metro's 13 (c) agreement.

#### **CLARIFICATION:**

It is the position of King County Metro that the labor protection provisions of Section 13(c) of the Federal Transit Act, 49 U.S.C. §5333(b), do not apply to this RFP and resulting Contract because the paratransit Service Provider and Control Center operations that are the subject of this procurement are not financed with federal funds. See Addenda #1, item 23 deleting the FTA requirements.

Please be advised that this information is offered as clarification only and is not nor should it be construed to be legal advice. Should any potential Proposer have additional questions or concerns about this issue, they are advised to seek the advice of their own legal counsel.

### **Addm#4 Q12**

Question: Clarify if the contractor must conduct 100% trip edits (or the equivalent) for the demand response service.

#### **CLARIFICATION:**

It is the expectation of King County that all events logged throughout the course of work will be recorded by the Mobile Data Computers. However, practice has shown that not all events will get recorded or recorded correctly due to technical issues and operator error. Therefore, some trip edit is needed to find and correct errors

### **Addm#4 Q13**

Question: Describe the exact methodology used to determine on-time performance, will sampling be acceptable or will the County require 100% verification to determine?

#### **CLARIFICATION:**

See, Definition of Words & Terms, "On-Time".

On time performance is considered to be not later than 15 minutes after the negotiated request time. Trips that are considered late are arrivals performed greater than 15 minutes past the negotiated request time. King County requires that all performed trips be verified for on-time performance by either MDT or manifest data entry. Sampling will not be an acceptable practice.

### **Addm#4 Q14**

Question: If a passenger is picked up early, or prior to the window, is this counted against the contractor for purposes of determining on time performance?

#### **CLARIFICATION:**

"Early" arrival is considered to be "On-Time"

# Part 3 First Transit previously Laidlaw – Proposal



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

Contract 390785

**VOLUME 1: TAB A**



## 3.2-A Business Entity

### 3.2 CORPORATION

#### 1. Business Entity

First Transit is one of the largest transportation contracting and management companies in North America. As a professional transportation management firm, First Transit has a dedicated division organized specifically to manage transportation-related call centers and brokerage operations. First Transit has been a leader and innovator in transportation and customer service “best practices” for 51 years, including its predecessor companies; - Ryder/ATE (1986-1999), ATE Management and Service Co. (1969-1986), and American Transportation Enterprises (1955-1969).

First Transit has extensive experience in managing and staffing large, specialized transportation call centers, including ADA Paratransit, Medicaid Brokerage, and Coordinated Human Service Agency operations. In fact, First Transit is the only professional transit management firm with a division exclusively dedicated to the management of transportation brokerage and coordinated call center contracts.

First Transit’s vision is to Transform Travel – by providing transportation services that are safe, reliable, courteous and cost effective.

First Transit is a logical choice to serve as a partner to the King County Department of Metropolitan Services in implementing and administering a cost effective and customer responsive Paratransit transportation program for ADA eligible clients in the King County area.

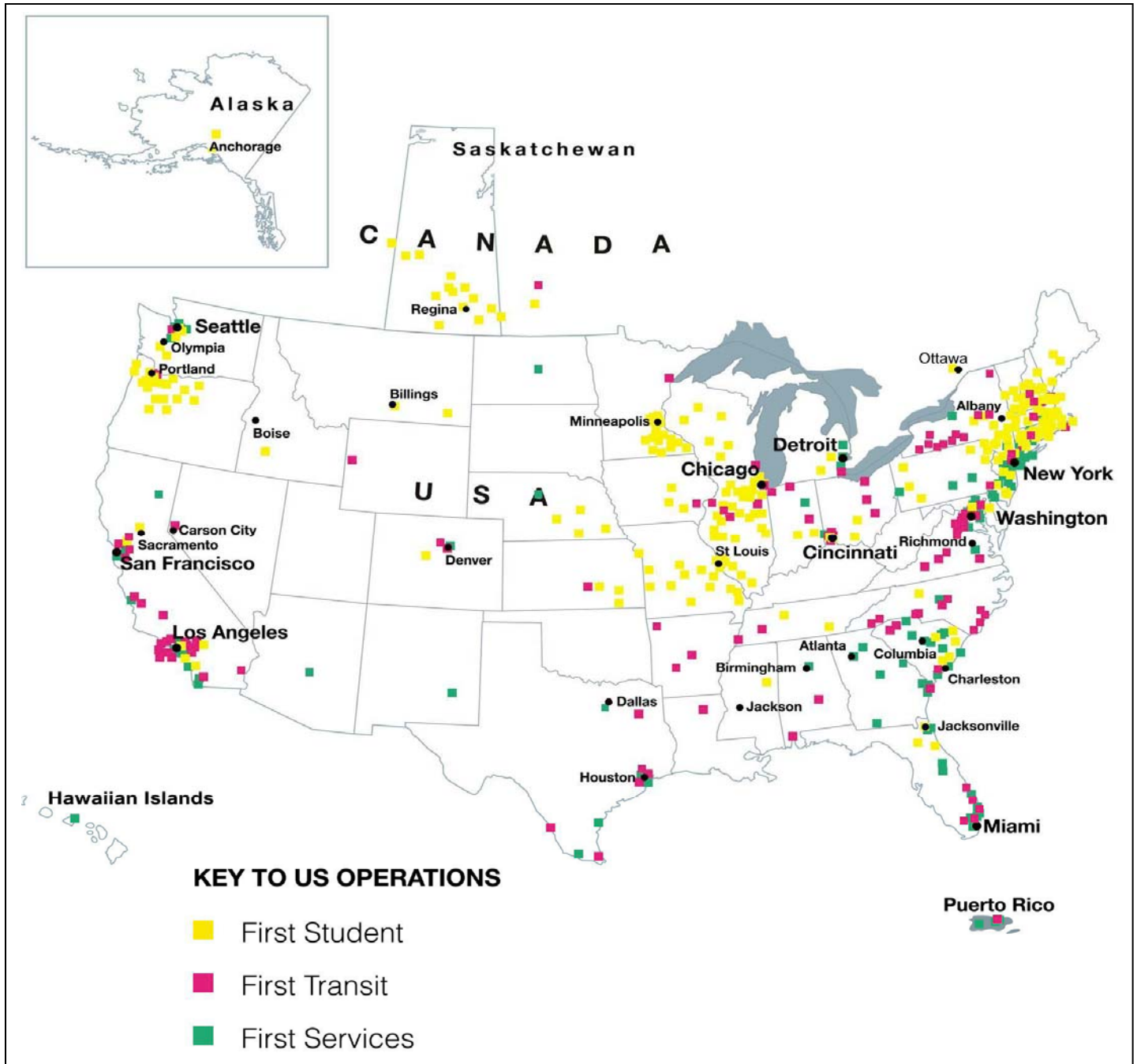
Our strong financial standing, successful NEMT experience, skilled management, local knowledge and technical expertise, establishes us as an industry leader in providing specialized transportation services.

#### Our Parent Company

First Transit is a business unit of First Group America, the U.S.-based North American Operating Unit of FirstGroup plc (FirstGroup), a United Kingdom-based passenger transportation company. FirstGroup is the U.K.’s largest bus operator, with a fleet of more than 9,000 vehicles that transport over 2.8 million passengers each day. We are also the U.K.’s leading train operators, operating 6 passenger and freight rail lines. With 74,000 employees worldwide, FirstGroup is listed on the London Stock Exchange with over **\$5.7 billion** a year in revenue. FirstGroup plc is also one of the 2,000 largest companies in the world according to Forbes Magazine.

FirstGroup is a transportation organization with a management philosophy that is directly related to the public transit industry. Nearly 65% of the local, urban bus services operated by FirstGroup in the UK are done on a “commercial” basis -- that is, without access or requirement for subsidy. Thus, FirstGroup management is acutely familiar with operating transit systems in a fiscally responsible manner while maintaining safety as a priority and providing customer responsive service.

## Map of North American Operations



### First Group Family

We are proud of our owners; however we are also proud of our American heritage. We are a company that is managed by Americans and for Americans. FirstGroup is a company that is dedicated to providing safe, cost effective passenger transportation; actively recognizes the achievements of its employees encourages both loyalty and empowerment; and decentralizes management authority to the lowest possible supervisory level. It also means developing and supporting a stable workforce through company policies that encourage the best employees to thoroughly invest themselves in the success of First Group.

First Transit's Transportation Services Group touches the lives of millions of disabled and transportation disadvantaged passengers across the Nation, every single day. We provide Transit Management and Transit Contracting Services for Medicaid NET programs, Public Transit, Shuttle Services, Paratransit and Demand Response systems throughout North America and even in Puerto Rico.

First Student is the second largest operator of student transportation with over 20,000 school buses carrying nearly 2 million students every day to schools across America and Canada.

First Vehicle Services division is the largest private sector provider of vehicle maintenance and support services in the US. We provide fleet maintenance for private and public sector customers such as the Federal Government, cities and fire and police departments. We also provide a range of services including vehicle maintenance, logistics support and facilities management to public and private sector clients including the US Navy and US Air Force.

First Group America manages more than 450 contracts across the United States, Canada and Puerto Rico. First Group, in its three divisions First Transit, First Student and First Vehicle, brings a depth of experience in all facets of transportation that is unequalled in the broad spectrum of services it provides.

1. First Transit, Inc., 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
2. President: Michael Murray - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
  - Sr. Vice President: Rick Dunning - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 684-8734
  - Sr. Vice President: Nick Promponas – 7581 Willow Dr. Suite 103, Tempe, AZ 85283  
Phone (480) 456-5600
  - CFO: Christian Gartner - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
  - VP Human Resource: Gayle Gray - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
  - VP Safety: Steve Wallace - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
  - VP Maintenance: Hawkins, Todd - 705 Central Ave. Suite 300, Cincinnati, OH 45202  
Phone (513) 241-2200
  - VP Transit Mgmt: Wood, Matt – 33-00 Northern Blvd. 8<sup>th</sup> Flr, Long Island City, NY 11101  
Phone (646) 772-1634
3. First Transit, Inc. is a corporation incorporated in the state of Delaware and is not a publicly traded company. First Transit is a wholly owned subsidiary of First Group America/FirstGroup plc.
4. First Transit presently operates contracts in 33 of the 50 states plus Puerto Rico. A copy of the State of Washington business license is included as attachment 1.
5. Primary Contacts for this contract will be:

Mr. Rick Dunning, Sr. Vice President 705 Central Ave. Suite 300 Cincinnati, OH 45202 (513) 684-8734	Mr. Matt Wood, Vice President 33-00 Northern Blvd. 8 <sup>th</sup> Flr Long Island City, NY 11101 (646) 772-1634
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6. First Transit
  - Federal Employer Identification Number 23-1716119.
  - State of Washington business license number 601 002 412. A copy of the Washington business license is attached as attachment 1.
7. First Transit is a business unit of First Group America/FirstGroup plc. Following is a snapshot of the organization chart that shows the relationships of FirstGroup plc to First Transit and the sister companies of First Student and First Vehicle Services. A full organization chart is included as attachment 2.

## 2. Financial Information

FirstGroup's vision is to transform travel by providing public transport services that are safe, reliable, high quality, personal and accessible. By focusing on this vision, we have built a reputation for innovation and investment and will continue to improve and grow. We have grown our core businesses and continued to invest for growth, while remaining committed to strengthening our fiscal position each year.

The North American businesses of First Transit, First Vehicle Services and First Student have averaged a growth of 13% per year since First Group launched into this market. However, our expansion has not just been "growth for the sake of growth". All investments, bids and acquisitions must meet the company's rigorous targets before it is undertaken. By aiming for the top in everything we do, we deliver the highest levels of safety and service.

With over \$100 million in annual revenue, First Transit has the ability to meet all operational expenses regardless of the cash flow delays that may occur during the invoicing process. And as a large publicly traded corporation that is responsible to a Board of Directors and to the shareholders, you can be assured that no contract will be defaulted or abandoned due to business reversals or divestiture.

1. First Transit has included the most recent three years of audited financial reports within this section. These reports are considered confidential material and are indicated as such. All reports are full reports that are not summarized or condensed and each report contains the name and contact information for the auditor. Included as attachment 3 is also a Bank Reference, marked as confidential.
2. First Transit recognizes that King County may request additional information they feel is necessary to establish the fiscal responsibility of a bidder. We understand that all financial information that is received will be treated as confidential in accordance with Part A Subsection 2-10 (Public Disclosure of Proposals).
3. First Transit does not intend to subcontract any management activities nor to recruit the services of any individual management consultant or management consulting firm in the operation of the King County Control Center.

## 3. Staff

Providing outstanding service requires outstanding personnel. First Transit realizes that the company is only as strong as our employees. This means developing and supporting a stable workforce through company policies that encourage the best employees to thoroughly invest themselves in the success of First Transit. We actively recognize the achievements of our employees to encourage both loyalty and empowerment; and decentralize management authority to the lowest possible supervisory level.

Excellent benefit packages, incentive programs, and loyalty, produce employees that are committed to and focused on the success of the operation.

**Excellence and Integrity in leadership begins at the highest level and is reflected to management at every level of the organization.**

First Transit is a company that believes in empowering leaders at the local level to make decisions and chart the course for the project that they manage, and holding them accountable for the results of the project. In a "Management by Empowerment" style, the corporate structure of First Transit and First Group support the local manager by providing the tools and the knowledge needed for success in each project.

This philosophy can be seen in the commitment that begins with the First Transit corporate management and is regularly communicated to all of the management staff located throughout the US and Canada during:

- Monthly phone conferences to focus on safety issues and "best practices";
- Annual manager meetings where transportation innovations are introduced and manager expectations are clearly delineated;
- An in-house bulletin board which allows managers to seek information from their peers on any topic from human resources to shop maintenance; and
- First Transit University, an in-depth training for First Transit Managers to insure the finest trained management staff possible at each location.

Every manager receives the full support of and access to specialized central staff and the on-going assistance of our Transportation Services Group.

**4. Transportation Services Group**

The **Transportation Services Group** (TSG) provides support for our NEMT, ADA Paratransit and Local Community Transportation operations and is comprised of seasoned transit professionals, each with a specific expertise in the operation of transit-related call centers. This group provides primary, technical, financial and operational support to our on-site management team. The TSG will also keep our management team abreast of the latest industry trends in effective staffing strategies, employee recruitment, customer service training, and technical innovations.

The Transportation Services Group will additionally be assisting the Project Manager through the implementation and start of operations of the Erie County NEMT program. Leading our Transportation Services Group is:

**Vice President Matt Wood**

Mr. Matthew Wood serves as the Vice President of the Transportation Services group. Matt has considerable specialized ADA Paratransit management experience, beginning in 1995 as the Operations Manager for the State of Rhode Island's Coordinated ADA Paratransit Call Center. Matt also served as First Transit's Manager of Technical Services and then as the Project Manager in New York City Transit's ADA Paratransit Customer Service Call Center.

Matt oversees the Medicaid Brokerage contract with the State of Connecticut (Hartford region), the Medicaid Prior Approval Program with the State of Illinois, and the Medicaid Brokerage with Portland, Oregon. His record of success and extensive knowledge of specialized transit operations make him an excellent choice to serve in this capacity.



In addition, Matt is responsible for the oversight of First Transit's ADA Paratransit Call Centers in New York City, Portland, OR and Denver, CO. and the Coordinated Specialized Transit program with Arlington County in Arlington, VA.

Our New York City Transit ADA Call Center is the largest in the country, employing over 450 CSR's and dispatchers and scheduling over 15,000 daily trips. The Denver Regional Transportation District ADA Call Center with 41 CSR's handling over 252,000 calls on an annual basis. The Portland Tri-Met call center is recognized as one of the best managed transit systems in the US.

Matt will be providing oversight for all areas of the project start-up.

#### **Senior Operations Manager – Lisa Gatwood**

Ms. Lisa Gatwood serves as the Senior Operations Manager for our Transportation Services Group. Ms. Gatwood has considerable specialized transit experience, beginning with in 1988 with First Transit (then Ryder/ATE). Lisa has served as the Paratransit Brokerage Manager for the Human Needs Planning Council in Hamilton, OH, where she was responsible for coordinating transportation among multiple social service agencies. Lisa also supervised the installation of the program's scheduling software as well as the transportation information telephone system.

Lisa previously served as Director of Operations for the Paratransit Call Center at the Transit Authority of River City (TARC). She was responsible for the oversight and supervision of the managers and support staff of the Call Center. Lisa successfully implemented and supervised the transition to the Trapeze PASS software. She also served as the trainer for the reservations, dispatch and management staff as well as the PASS system administrator.

In her most recent position, Lisa served as the Manager of MIS/Planning for the Transit Authority of Northern Kentucky (TANK). In this capacity, Lisa had primary responsibility for the installation and support of the program's demand response reservation and scheduling software, as well as the integrated intelligent transportation system. Lisa also managed all strategic planning and grant writing for the TANK system. Lisa served as a member of First Transit's start-up team during the initial implementation of the NYCT Paratransit Command Center; she serves as an excellent resource for operational and technical support.

Lisa conducts much of the training of staff at new project locations.

#### **Transit Technology Manager – Jason Ellis**

Jason Ellis serves as the Transit Technology Manager for the Transportation Services group. As a former Project and Training Manager for Trapeze, Jason has considerable experience with training call center personnel on both the DOS and Windows versions of the Trapeze product. In his capacity as the Transportation Technology Manager, he is responsible for supporting our transportation call centers that currently operate with Trapeze, StrataGen, and RouteMatch software products. Jason also provides application-specific training to all of our specialized transit operations.

Jason will be responsible for the planning, design of all telephony, hardware and software. He will be onsite to oversee the installation and testing of all systems.

#### **Regional Finance Manager – Len Lucien**

Len Lucien serves as the Support Finance Manager for our Transportation Services group. Mr. Lucien has considerable finance management experience, beginning in 1992 as the Senior Accountant for Sentner & Company. In 2001, Len joined First Transit as the Chief Financial Officer for First Transit's contract with the Worcester Regional Transit Authority (WPTA), Worcester, MA. At the WPTA, Len was responsible for the operations Finance, Administration, and IS departments.

In 2003, Len was promoted to Finance Manager for First Transit's Transportation Services Division. Len serves as an excellent resource for all of our on-site Project Managers

Len will work with the Project Manager in establishing "best practices" for all financial aspects of the project.

Resumes for all Transportation Services Group members are included in attachment 4.

## 5. Local Management Team

Contracting with First Transit brings not just excellence in local, on-site transportation management, but it also provides a comprehensive network of individuals dedicated to the support of the local management team and the satisfaction of our customer. This support comes from over 150 individuals with unique expertise in transit brokerage, financial management, administration, technology services, human resources, and legal resources.

First Transit's Customer Support Staff will provide assistance to the Project Manager for King County's Paratransit ACCESS Control Center on an ongoing basis. Our Customer Support Staff is comprised of over 30 full-time, First Transit employees who are trained in virtually every aspect of transit operations and management and can provide assistance to customers with:

- Transit Technology
- Human Resources
- Service Analysis and Design
- Labor Relations
- Operations Issues
- Safety and Training
- Finance, Budgeting and Funding
- Marketing, Community Relations and Coalition Building
- Vehicle Maintenance
- Equipment and Vehicle Specifications

### Key members of the First Transit Management Team include:

**Michael Murray, President** - Mike began his career in the transportation industry at First Transit's predecessor company as a law clerk, several years prior to being appointed President. He is committed to ensuring that First Transit's goals and objectives are met. He is a member of the American Public Transportation Association, COMTO, the Ohio Bar Association and the American Bar Association. He is licensed to practice in the state of Ohio and before the United States Supreme Court. He holds a Masters from Ohio State and a BA from Xavier University. His office is located in Cincinnati, Ohio.

Christian Gartner, Chief Financial Officer - Christian earned his Bachelor of Science in Business and Accounting at Miami University in 1990 and earned an MBA from Xavier University in 1999 with a concentration in Finance. He is a CPA and brings with him significant financial and accounting experience. Christian gained five years of experience in public accounting between Price Waterhouse and a small Cincinnati firm. He then moved on to work with Cincinnati Bell, and after a few years of success, was promoted to Vice President of Finance and Accounting. He ultimately had P&L responsibility for a \$150M wholesale market. Most recently he worked as Chief Financial Officer for a division of ThyssenKrupp Inc., a company that has \$12 billion in worldwide sales and employs 35,000



people. As CFO, Christian was responsible for \$200 million in revenue and 20 branch offices in 14 states. His office is located in Cincinnati, Ohio.

**Rick Dunning, Senior Vice President, Transit Management** - Rick has worked in public transit management for 30 years, the last 24 with First Transit. He leads the Transit Management Services Division and is responsible for the overall operation of the Division. Prior to being promoted to Senior Vice President, Rick was First Transit's National Safety Manager. Rick has a BA in Economics and Political Science from Ashland College and did graduate study in Public Administration at Ohio State University. Rick is a member of the American Public Transportation Association and COMTO. His office is located in Cincinnati, Ohio.

Bradley Thomas, **Senior Vice President, East** - Brad is a 12-year transit veteran. Brad is responsible for operations and customer satisfaction at locations that encompass over 750 employees utilizing more than 350 vehicles to provide fixed route, paratransit, non-emergency Medicaid, and inmate transportation services. Brad received a Master of Arts Degree in Public Administration and Public Policy Analysis at Binghamton University, New York, as well as a BA in Public Administration and Public Policy at the State University of New York College at Cortland. In addition, he is a member of the American Society for Public Administration, APTA and COMTO. Brad's office is located in Horseheads, New York.

**Gayle Gray, Vice President, Human Resources** - Gayle previously was First Transit's chief labor counsel with more than 30 years of transit labor experience. Gayle has been lead negotiator on more than 150 negotiations with responsibility for countless labor and employment matters. She will preside over all human resource programs in addition to rendering her counsel on an as needed basis. Gayle has a BS in Industrial Labor Relations from Saint Joseph's University and a law degree from Salmon P. Chase College of Law in Kentucky. She holds certification as a Senior Professional in Human Resources (SPHR) and memberships in the bar associations of Kentucky and Virginia. She is a member of APTA's Legal Affairs and Legislative Committees and its Labor Relations Subcommittee of the HR Committee, and is also a member of COMTO. Her office is located in Cincinnati.

### **3.2-C Staff**

#### **1. Project Manager**

First Transit is proud to offer Janis Webb as Project Manager. Janis has 15 years transportation management experience consisting of financial, contractual, and operations. Previously, Janis managed a \$20 million dollar budget providing over 1.2 million trips. Janis joined First Transit as the Scheduling/Dispatch Manager where she quickly embraced a team of 32 and through her guidance improved Access Transportation routes on-time performance over the previous year by 1% averaging 93%, and reduced overflow usage to an average of 4.4% over the previous year average of 5.3%. Janis has been an active participant in local and state-wide transportation committees. These included, among others, the Agency on Coordinated Transportation (ACCT), the Taxi Advisory Group, and Sound Transit.

Janis was integral to the Access program prior to First Transit (formerly Laidlaw) being awarded the Access contract in 2001. She brings with her the knowledge of the program, Access Service Providers and Metro KC management team. Janis's startup experience includes working with the DOS version of Trapeze in a brokerage and paratransit combined environment.

Janis will be 100% dedicated to the County's service and will devote a minimum of 40 hours per week to the Control Center operations. Please refer to **Attachment 4** for her resume.

Normal business hours are from 7:30 a.m. through 4:30 p.m. additionally, she is available at all times via cell phone.

#### **2. Operations Manager**

TBD.821 Second Avenue, Suite 200  
Seattle, WA 98104

Phone: (206) 749-4212  
Cell: (206) 510-9228

Normal business hours are from 8:00 a.m. through 5:00 p.m. additionally, she is available at all times via cell phone. This position will continue to be 100% dedicated to the County's operations.

#### **3. Previous Employees of the County**

First Transit is not aware of any current or proposed King County staff that have been employed by the County within the previous 12 months.

#### **4. Staff Involved with the King County Contract**

First Transit, as a private provider of public transportation services including paratransit operations and ADA Call Centers, has significant experience with and thorough understanding of the Americans with Disabilities Act requirements. Paratransit operations comprise more than 60% of our transit contracts nationwide. We are well versed in all aspects of the ADA, including vehicle and facility requirements, as well as standards regarding trip denials, service corridors, and passenger assistance. As one of the largest providers of ADA paratransit services in the country, First Transit tailors our operations policies and practices to ensure that the County's decisions are carried out "on the street," while complying with Federal mandates. For listing of all staff positions, please refer to the Organization Charts included in **Attachment 1**.

### **Local Management Staff**

**Tracy O'Connell, Control Center Manager** – Tracy O'Connell has more than 30 years of customer service experience including 20 years in supervisory roles. Her customer satisfaction focus and attention to detail stems from her earlier work in banking, where she dealt with providing financial product information to a widely divergent customer base. She carries on this experience today in her current work for the County's Control Center, where she also focuses on providing customized services for varied needs.

Tracy began her career in ADA paratransit 12 years ago. She was introduced to Trapeze in 1999 while working for a former employer. This employer was in the Medicaid brokerage business and since Trapeze did not have a module for brokerage service she worked with Trapeze to develop this module. Tracy has been the Control Center Manager for six years. Her job experience has been enhanced through numerous courses and seminars. She has obtained certification as a Community Transit Manager through CTAA. In addition to experience and training, Tracy has met or exceeded the goals of King County and Laidlaw (now First Transit).

Her key strengths include her ability to problem solve and quickly create and implement procedures that have proven to be successful. Tracy has a "can do" attitude and approaches every project or assignment with a positive mind-set. She will continue to bring this enthusiasm to the team. Her organizational skills and stability are second to none.

As stated, Tracy's management skills come from many years of hands-on experience. She truly believes in creating win-win situations whether dealing with a customer, employee or co-workers. Tracy has earned the respect of her customers and employees through her leadership. She understands the importance of quality customer and employee relations and how important is to a successful business relationship.

Tracy is committed to lead the team and looks forward to the new challenges ahead. Tracy will be 100% dedicated to the County's service and will devote a minimum of 40 hours per week to the Control Center operations. Tracy's startup experience includes working with Trapeze on the development and implementation of a brokerage module to enhance their software. Tracy has also managed many programmatic changes for the County and Laidlaw (now First Transit) during her tenure with the Company. These experiences have prepared her for the challenges of the startup environment. Please refer to **Attachment 4** for her resume.

**Yvonne Kaeder, IT Systems Manager** – Yvonne Kaeder has been an integral part of the County's operation for the last six years. She is responsible for the overall technical support of the County's Control Center operation, primarily focusing on supporting the Trapeze scheduling software system. Yvonne's skills with Trapeze and our array of complex IT systems have been instrumental in our ability to support and improve the ACCESS system over the years.

Yvonne's professional background began in engineering and health sciences, with a degree in Biochemistry from the University of Washington. Before her career with Laidlaw (now First Transit), Yvonne worked for Consolidated Restaurants as a training coordinator and supervisor. She also worked in the pharmaceutical industry for Bayer Pharmaceuticals and the Bayer allergy division: Hollister-Stier Laboratories, LLC. She specialized in the cardiovascular, diabetic and allergy markets and served on an advisory panel for Hollister-Stier Laboratories, LLC that reviewed marketing pieces prior to FDA submission. During her time in the pharmaceutical arena Yvonne successfully managed a five-state territory, won several awards and was recognized for her excellent customer service and attention to detail.

In 2001 Yvonne brought her technical background, customer service and communication skills to Laidlaw (now First Transit). She joined the ACCESS paratransit system as the Database Administrator and quickly became an important member of the IT team. Her main focus has been on database administration, design, development, implementation, performance tuning and data reporting. Her in-depth knowledge of the Trapeze proprietary databases' structure has allowed the Laidlaw (now First Transit) IT group to develop many custom solutions utilizing Microsoft programming languages to address specific business needs. Through the years Yvonne has been a key team member on several large scale technology projects including the relocation of the Control Center in 2001, the development of the Quality Assurance No Show program, the implementation of the MDC project, creation of the Trapeze Plus reporting tools including NTD reports, and the design and implementation of the Emergency Control Center. Yvonne's focus on efficiency and customer service allowed her to automate many daily tasks, making the ACCESS system more efficient, reliable and consistent. Yvonne has developed a reputation as an effective problem solver and critical thinker and she has earned the respect of her peers and colleagues. She also maintains good working relationships with key product vendors and has played a key role in the success of the Trapeze program at the King County site.

In July 2006 Yvonne accepted the position of IT System Manager. In her new role Yvonne oversaw the successful migration of the Trapeze platform from version 471 to 481 and the launch of the Info-Manager Ontira integrated Dial Out solution. For the County, Yvonne will continue to be responsible for performance and supervision of all information and telecommunications activities. She is responsible for the overall technical support of King County's Control Center operation where she manages five IT professionals, six remote sites and performs maintenance for 40 servers, over 130 active workstations and more than 300 mobile computers with various support software applications. As she does now, she will also communicate with the County to secure IT vendor support. Yvonne will be 100% dedicated to the County's Control Center operations and will devote a minimum of 40 hours per week to the service. Yvonne's ADA experience with the County allows her the insight needed to effectively manage our IT systems with an emphasis on ADA compliance and reporting requirements. In 2001, Yvonne assisted in managing the relocation of the County's Control Center, ensuring that the transition was smooth and orderly and in no way compromised the ongoing operation or the intricate schematics of the County's technology and data systems. Please refer to **Attachment 4** for her resume.

Mike Rhodes, Customer Service Manager – Mike Rhodes has more than 13 years of management experience with a central customer service focus. Mike has held key management positions in the Control Center for eight years and for over 1 year held both the Reservations Manager and Customer Service Manager positions.. Key strengths include his experience investigating customer complaints/concerns; effectively negotiating equitable solutions; coordinating special projects and customer surveys; analyzing data; and implementing ideas to improve service.

Mike is skilled in expediently resolving daily internal/external roadblocks. He has extensive experience motivating and counseling employees and developing action plans to improve customer service skills. Over time his department has demonstrated an increasingly cohesive and team-oriented approach to customer service. He is a skilled business correspondence writer whose letters have been used by Metro management at various levels.

He has supervised up to 30 employees including reservationists and customer service representatives. He understands the importance of developing and maintaining customer service excellence and will be a valuable asset in improving customer service delivery and establishing a high standard of excellence for passengers using the ACCESS transportation Service.

Mike is established in the community having moved to the Northwest in 1980. He and his wife owned their own insurance business and grew to district management; they have been “Bigs” with the Big Brothers/Big Sisters since 1996; and he has given guitar lessons for more than five years.

He is committed to focusing on the entire customer experience. His seasoned experience responding to customer complaints/suggestions and implementing sound quality assurance procedures will benefit the County. Mike will be 100% dedicated to the County’s service and will devote a minimum of 40 hours per week to the service. Mike has been focused on providing top quality ADA transportation for the County and will continue to stay current on ADA updates as they are made available. Mike’s experience with service implementation includes his work with the Control Center relocation project in 2001. Please refer to **Attachment 4** for his resume.

**Yves Tang, Reservations Manager** – Yves Tang has more than 12 years of transportation management experience. Yves began his career as a Reservationist, then quickly moved into the computer software area. Yves has experience working with the Trapeze maps, geocoding and analysis of trips.

Most recently his career took him to Senior Services where he was the Shuttle Manager. Senior Services works off the First Transit file server for all of it’s’ reservations, scheduling and dispatching. He was responsible for managing a staff of 50, and preparing King County Metro reports.

Yves brings to King County a wide breathe of experience and leadership he is focusing on the reservationists.

Yves will be 100% dedicated to the County’s service and will devote a minimum of 40 hours per week to the service.

Please refer to **Attachment 4** for his resume.

**Brian Arthur, Transit Instruction Manager** – Brian Arthur brings five years of experience working in the field of ADA transit instruction to his current position. In this capacity, Brian is required to stay abreast of ADA requirements, continually updating his knowledge of current issues and resolutions. Having spent the first four and a half years working directly with participants, he has a complete understanding of the challenges that a transit instructor faces while working in the field. His experience working as a transit instructor provides him with the insight necessary to effectively manage and support working transit instructors. The experience that Brian has accumulated also includes evaluating specific paths of travel for individuals with disabilities; this requires that a person be aware of the barriers individuals with disabilities encounter while utilizing public transportation. While working in-the-field, Brian has created strong relationships with a wide variety of state and county agencies, schools and employment specialists. He brings a solid reputation of quality service to the community to his current position. Along with Brian’s professional experience working in the field of transit instruction, he also has many years of volunteer experience working with individuals with disabilities.

Brian has been an effective manager in other realms as well. He spent two years supervising a team of five individuals who were editing time sensitive legal documents for publication. Accuracy and timeliness were of great importance. He effectively managed the work flow for his staff in order to meet the demands of the industry. Clear documentation and detailed recording keeping were essential to this position, and well prepared Brian for his current role in preparing accurate, timely reports for the County.



Brian has demonstrated a strong commitment to the current Transit Instruction Program. He sees the value in the service that Laidlaw (now First Transit) provides for King County. This program provides individuals with disabilities the opportunity to gain greater independence. Brian believes in enabling individuals with disabilities to access their community. Brian will be 100% dedicated to the County's service and will devote a minimum of 40 hours per week to the service. Brian's startup experience includes serving as a Transit Instructor during Laidlaw (now First Transit)'s initial year of travel training for King County. Please refer to **Attachment 4** for his resume.

**Kenn Rich, Network and Telecom Administrator** – Kenn Rich has an extensive technological background that includes 26 years in transportation. Over the past 16 years he has focused on the technological side of paratransit services. His educational background includes a Masters of Science degree in Business and his work history includes 10 years in transportation operations.

Kenn's tenure with Laidlaw (now First Transit)'s King County operations includes the following accomplishments: maintaining a stable network as the operation grew from a single server to its current level of 44 servers; managing 80 local users; 55 remote users at six remote locations and 15 telecommuters; implementing and relocating a back-up Call Center; redesigning UPS and power distribution for the local and remote network rooms; re-engineering the voice recording system to include recording dispatch traffic from Nextel Direct Connect two-way radios; and specifying, implementing, programming and administering a complex phone system that serves 70 local users and 20 users from five other agencies and a Park & Ride emergency call box.

Kenn has also implemented the following: web-based monitoring and administration programs for phones and networks; a data redundancy structure that includes both on site and off site storage and is supplemented by a tape back-up and archival program; a strong virus program that includes automatic virus and operating systems security updates and alerts; the MDT (Mobile Data Terminal) program; and an IVR (Interactive Voice Response) system for incoming and outgoing calls. Some of his other accomplishments include the implementation of MDTs and relocation of a paratransit Call Center in another major metropolitan area, and the specification, purchasing and installation of new phone systems at two other Call Center sites. Kenn enjoys strong and cooperative working relationships with his vendors and the system users. Kenn will be 100% dedicated to the County's Control Center operations and will devote a minimum of 40 hours per week to the service. As stated above, Kenn has extensive startup experience that includes a number of the County's initiatives. He has met or exceeded the County's expectation for startup and stands ready to assist in the startup of a new contract term. Please refer to **Attachment 4** for his resume.

**Tazmisha Jones, Trapeze Software Specialist** – Tazmisha Jones has excelled in her various positions within the transportation industry over the last 11 years. Starting at the entry level and working her way up, Tazmisha has performed every Control Center position. Her vast knowledge of the intricate workings of Control Center operations gained through hands-on experience has contributed to her, and Laidlaw (now First Transit)'s, continued growth and success.

Tazmisha's current responsibilities as our Software Specialist include, but are not limited to managing, testing, updating and maintaining and manipulating system properties and parameters of the Trapeze scheduling software as well as other key software products. She also provides technical support for Control Center phones and workstations. She assisted in the implementation and initial configuration of the Trapeze software. Tazmisha maintains visual data integrity of the Trapeze scheduling software as well as analyzing and managing all map updates and edits. Additionally, Tazmisha is responsible for the development and delivery of software training to meet the ongoing needs of the user community

and the County. This includes the development of instructional materials, which consists of instructor-led curriculum and simulation-based eLearning courses and skill evaluation.

Because of her widely recognized expertise, Tazmisha has been called upon to share ideas and best practices with other Laidlaw (now First Transit) trainers on projects around the country. Through her participation in these activities, Tazmisha brings back many best practices and new ideas to the County's operation. She is also responsible for the creation of procedures and working models for new features that are found within each software build. Tazmisha has established a pattern of identifying service improvements through software modifications, and also identifies, tracks, and reports software bugs, managing the resolution process from beginning to end. Given her talent, broad Control Center experience and Trapeze expertise, Tazmisha will continue to be a valuable team member in our Control Center operation. Tazmisha will be focused on improving all aspects of the Trapeze software and will devote a minimum of 40 hours per week to the Control Center operation. Tazmisha's startup experience includes Laidlaw (now First Transit)'s original contract startup for the Control Center for the County. Please refer to **Attachment 4** for her resume.

**Jeff Stump, Mobile Technology Specialist** – Jeff Stump is our Control Center's Mobile Technology Specialist, responsible for implementation, organization and maintenance of the Mobile Data Computer (MDC) project. Jeff's qualifications include five years of experience in the transportation field, four years as Laidlaw (now First Transit)'s Mobile Technology Specialist and one year of experience as a driver. He also has an extensive background in education, and 10 years of experience as business owner.

While overseeing the MDC project, Jeff has proven his skill at communications, data protocols and management of wireless networks using windows mobile devices. Jeff managed the initial MDC rollout process, oversaw the conversion of the wireless communication protocol from CDPD to GPRS, and assisted with the implementation and reconfiguration of hardware from single to dual units.

Jeff continuously performs hardware/software upgrades, controls all component inventories and provides on-call technical support for mobile device issues. As the Mobile Technology Specialist, Jeff develops management tools and training materials for Control Center operations personnel and Service Provider technical support staff. Jeff works effectively with clients and software vendors, and is actively involved in providing product optimization and improvement solutions. Jeff will be 100% dedicated to the County's Control Center operations and will devote a minimum of 40 hours per week to the service. Please refer to **Attachment 4** for his resume.

**Tacy Highland, Coordinated Transportation Specialist** – Tacy Highland is Laidlaw (now First Transit)'s Coordinated Transportation Specialist, with 10 years experience in the paratransit industry. Early experience included Quality Assurance and Contracts department duties; assisting Service Providers in interpreting relevant policies, procedures and rules in relation to ADA regulations and ACCESS Transportation service.

While reviewing ADA Paratransit applications for ACCESS Transportation service at King County Metro Accessible Services, she developed expert knowledge about the ADA eligibility process and the use of the Trapeze Certification module, and has been an integral part in providing development suggestions and testing the software.

In Tacy's current position, she is responsible for integrating community-based transportation providers with centralized Trapeze scheduling software. This coordination involves configuring, maintaining and managing the software for the project at all Coordinated Transportation sites.

Tacy has co-designed and created the current Trapeze Workstation training outline and materials, and provides Trapeze Workstation training for staff. Furthermore, she is responsible for providing materials



and training for the Info-Suite programs. Her software knowledge is also applied at other Laidlaw (now First Transit) operations to provide system training, as well as to evaluate and make determinations on appropriate business processes. Tacy will be 100% dedicated to the County's service and will devote a minimum of 40 hour per week to the service. Tacy's startup experience includes implementing and coordinating the Agency startups for Mount Si and Senior Services, among others. Tacy has done an exemplary job in this role. Please refer to **Attachment 4** for her resume.

## **5. Percent of FTE's**

All of First Transit's key staff as described above are fully dedicated to the performance of the County's contract and are not shared with any other corporate function or other contract work. The following section includes key corporate staff that devote a portion of their time to supporting our fully dedicated King County staff.

For specific detail of our proposed staffing plan, please refer below to the subsection 3.2.C.10 titled "FTE's for Each Job Category".

## **6. Management or Consulting Support**

First Transit offers the County significant personnel resources. In addition to our local management staff, our corporate, regional and district staff of transportation professionals are dedicated to ensuring quality service. Vice President of Operations Beverly Edwards heads our operational team. Additional personnel – each specializing in one or more aspects of our business – support and complement the local operations team:

- Vice President of Human Resources – Mary Schottmiller
- Area General Manager – John Mathews
- Director of Transit Technology – Jonathon Lampert, III
- District Manager – Steve Aanonson
- District Operations Manager – Julie Sellner
- Area Director of Driver Development and Safety – Amos Beinhart
- District Driver Development and Safety Manager – Don Johnson
- National Manager of Human Resources – Peter Briggs.

Each person is available for continuous support and assistance. They also have ongoing responsibility for each of their areas of expertise to ensure every project location complies with First Transit policies and procedures.

**Beverly Edwards, Vice President of Operations** – East Area – With a career track of more than 20 years in the transportation industry, Beverly has served in key management roles. One of Beverly's strengths is her detailed operational knowledge developed from her hands-on experience working in all segments of transportation operations throughout her career.

For the County, Beverly will continue to provide oversight management and support. John Mathews, our Area General Manager, reports directly to Beverly. She will make certain that we clearly understand the County's goals and desires, and makes a personal assurance of accountability to this project. Beverly will ensure our personnel are complying with the contract. She will supervise the King County operation through regular site visits, reports, and annual budget reviews. Beverly is dedicated to the continued success of this operation, conducting monthly reviews of our Control Center operating

statistics, staffing levels and performance goals. Beverly will typically plan at least one or two onsite visits each year to the King County operation. During these visits, Beverly meets with both our local staff and with representatives of the County. Please refer to her resume included with **Attachment 4**.

**Mary Schottmiller, Vice President of Human Resources** – A valued member of Laidlaw (now First Transit) Services' Human Resource team, Mary joined Laidlaw (now First Transit) in 1995 after practicing law in California from 1989 to 1995. Her 12 years of transit-specific experience makes her a valuable asset to the County.

For the County, Mary will continue to be a resource for all labor and employment matters. In addition, Mary will support this project through providing guidance and training on all personnel issues including labor law, harassment and grievances. She is responsible for rolling out all new human resources policies and procedures, ensuring all employees understand and abide by these practices. Mary will spend an average of eight hours per month providing oversight and guidance to Laidlaw (now First Transit)'s team regarding the County's human resource procedures. Please refer to **Attachment 4** for her resume.

**John Mathews, Area General Manager** – John has been in the transportation industry for nearly 20 years in responsible management positions.

As Area General Manager, John is responsible for the operational aspects of more than 20 Laidlaw (now First Transit) projects in the upper Midwest and Northwest United States, including King County, with combined revenue of approximately \$50 million.

John has been involved in more than 12 startups, providing a level of unmatched expertise in ensuring a smooth transition of services.

His Area General Manager responsibilities include complete project oversight, planning, and administration. He will monitor all staff performance, including supervisory positions, and will be directly accountable for the efficiency of personnel, communication and the level of morale within his operational area. He will also serve as a customer liaison and build community relationships. John is well regarded for his problem-solving abilities and negotiating skills. For the County, John will continue to monitor the performance of our King County operations, through performance analysis, goal and objective setting, regular budget reviews and onsite visits to King County to meet with local Laidlaw (now First Transit) staff and County representatives, providing support and oversight of the County's services. Please refer to **Attachment 4** for his resume.

**Jonathon Lampert, Director of Transit Technology** – Jonathon joined Laidlaw (now First Transit) in 1997 and soon thereafter began the process of designing, developing and building the technology and applications used in the current King County ACCESS Transportation Control Center.

During his career with Laidlaw (now First Transit), Jonathon was integral in the initial startup of the ACCESS Control Center, specifying, procuring and implementing the phone system, hardware, electrical equipment, and majority of currently used software. He also was largely involved in the creation of the processes, procedures and methods used to manage and maintain a 24/7 Control Center. Under Jonathon's leadership, and supported by Laidlaw (now First Transit)'s IT team, the network infrastructure evolved to become the foundation for the stable, highly advanced networking environment that it is today.

While managing the Laidlaw (now First Transit) IS Department for the King County contract, Jonathan's vision and talent as a custom software architect paved the way for ongoing improvement and growth of the County's system capabilities. Jonathon and his team undertook designing and developing numerous custom software applications integrating Trapeze PASS with other supporting software

including Info-server, and MDT and Gateway servers. With this experience he has been able to create system integration with the Trapeze suite of products including custom applications with IVR systems and innovative web applications. The data provided within these applications enable the constant analysis and reporting opportunities leading to overall ACCESS system improvement.

In recognition of Jonathon's leadership and achievements serving Laidlaw (now First Transit)'s King County contract, his role was expanded to a corporate-oriented position offering the benefits of his knowledge and experience to other Laidlaw (now First Transit) locations. In his current Seattle-based position, he oversees and makes business flow recommendations for nearly 20 of Laidlaw (now First Transit)'s national Trapeze sites, while retaining a focus on the Metro King County contract. He specializes in identifying technological improvements that meet the transit industry's changing needs, and recommending customized solutions. He also leads change: adjusting business processes to coincide with these technological changes, and applying his expertise to helping Laidlaw (now First Transit) improve our existing operations as well as procuring new contracts.

With a knowledge base covering a spectrum of Trapeze suite products and a drive to continuously seek improvements upon existing industry methods, the programs he has created have evolved to become essential tools for daily operational success. Jonathon has earned the trust and respect of the County's team, working in close partnership as service has evolved. Jonathon will continue in his current role, based at our King County Control Center, where his close proximity to both the County and Control Center staff will allow Jonathon to continue to devote a considerable amount of time and energy focused on the County's service priorities. Jonathon's location at our Control Center operation allows Laidlaw (now First Transit) and the County to call on his expertise and support whenever needed, which has been a significant benefit to the ACCESS system. We are proud to have Jonathon in a key leadership role as we continue to work together with the County. Please refer to **Attachment 4** for his resume.

**Steve Aanonson, District Manager** – Steve has been in the transportation industry for 13 years, beginning his career as a paratransit driver here in King County in 1994. He currently serves as the District Manager for Washington and Oregon and will have direct oversight of the King County operations. Steve's office in nearby Vancouver, WA assures that he is readily available to assist our King County staff, and to meet regularly with the County's representatives when needed.

For the County, Steve will continue to work hand-in-hand with Area General Manager John Mathews to provide support in overseeing the County's operations. He will also be responsible for budget preparation and ensuring a sufficient project staffing level is maintained. Steve will ensure that our operations continue to meet or exceed the County's expectations regarding service quality, passenger growth, and responsiveness to the stakeholders' needs. Steve has taken part in two project startups, and most importantly, he assisted with the transition to the Trapeze software at the King County Control Center in 2000. He is qualified and also prepared to assist in transitioning the Service Provider operation to Laidlaw (now First Transit).

Steve's work experience as a Project Manager, Operations Manager, dispatcher and driver ensures that he fully appreciates all aspects of the personnel he oversees, understanding the unique challenges of each position. Steve's open door management style and customer-relations skills have proven to be a benefit to the County. Steve spends an average of 40 hours per month working with the King County operation. Steve attends the County's monthly manager's meetings and makes at least one other visit each month. Steve can be counted on to continue to provide this level of oversight in the new contract. Please refer to **Attachment 4** for his complete resume.

**Julie Sellner, District Operations Supervisor** – Julie joined Laidlaw (now First Transit) in 2001 and has served in financial administration and operational management roles over the past six years.

As District Operations Supervisor for Washington, Oregon, North Dakota, Minnesota and Wisconsin, Julie's primary responsibilities include providing support and oversight to the operations in areas including contract compliance, budget adherence, financial tracking, project administration, and initial training of operational and administrative personnel. Julie also provides support and assistance to Project Manager Janis Webb and General Manager John Mathews in all areas of contract management. Julie's involvement with King County along with her working knowledge of Trapeze software was instrumental in our ability to identify and provide corrective action plans to improve performance and productivity concerns in the Fall of 2006. Her hands-on support during two separate site visits produced tangible operational improvements. Julie led the development of an operational tracking report and action plan that was very well received by the County's contract management team.

Julie is also responsible for implementation and compliance of Laidlaw (now First Transit)'s operational and administrative policies and procedures. She conducts internal audits as well as ongoing training and evaluations of project operational and administrative personnel and assists with all computer applications and training. Her duties also include the training, implementation and compliance with our DriveCam program and policies.

Julie will continue to be a tremendous resource to not only Laidlaw (now First Transit)'s local team, but to the County as well, with plans to perform two site visits annually to review and analyze operational best practices. Her areas of focus during these visits will include: customer service audits, such as phone etiquette procedures; overflow route procedures and processes; and the art of trip-time negotiation. For Julie's resume, please refer to **Attachment 4**.

**Amos Beinhart, Area Director of Driver Development and Safety**– As Director of Driver Development and Safety (DDS), Amos provides front-line safety and security support for Laidlaw (now First Transit)'s public transportation operations, including King County. He has more than 20 years of transportation experience and holds a Bachelor of Science degree in Transportation Management.

For the County, Amos will conduct a safety analysis of this operation and, working with Project Manager Janis Webb, will formulate an action plan for recruitment and safety management. He will audit the County's location annually and ensure it is in compliance with all Federal, State, local and company policies and procedures. Amos will provide onsite support to Project Manager Janis Webb throughout the startup phase. Thereafter, Amos will visit the County's operation at least once per quarter. For his transportation employment history, please refer to **Attachment 4**.

**Don Johnson, District Manager of Driver Development and Safety (DDS)** – Don joined Laidlaw (now First Transit) in 1980 and has served in a DDS management role for the past 15 years. As District Manager of Driver Development and Safety for Washington, Minnesota, Wisconsin, North Dakota, and Oregon, Don's primary responsibility is driver development and operations training and safety at Laidlaw (now First Transit)'s public transportation operations. He is highly knowledgeable in state laws and regulations pertaining to public transportation.

Don is responsible for implementation and compliance of Laidlaw (now First Transit)'s extensive safety program. He conducts ongoing safety audits and works closely with Project Managers, including Janis Webb, to resolve safety problems. He is also responsible for the implementation and compliance with our Safety Excellence Campaign.

Don began his broad-based, 25-year transportation career as a driver. He was promoted to dispatcher and later co-managed a bus company for many years, prior to stepping into a training and safety

management role. Don will visit our King County operation at least quarterly. Please see Don's resume included in **Attachment 4**.

**Peter Briggs, National Manager of Human Resources** – Peter is a valued part of Laidlaw (now First Transit)'s Human Resources team and is based in Denver, CO, overseeing all projects in the western United States, excluding California. His responsibilities include labor negotiations, counter-organizing campaigns, arbitrations, resolution of grievances and employee complaints, sexual harassment and wrongful termination investigations. In addition, he directs outside counsel in handling and settling lawsuits. He also directs affirmative action compliance.

Serving more than 25 years in transportation, industrial and service sectors with major corporations, Peter contributes significant labor/employee relations experience. He understands the needs of multiple constituencies and facilitates the development of positive results. Peter is well acquainted with our King County operations, through his quarterly visits and ongoing support to local staff. Has an extensive background in labor relations, he always ensures that any such negotiations are conducted with Laidlaw (now First Transit)'s, and the clients ultimate goals in mind. Peter will also contribute guidance and support in areas such as employee retention and FMLA procedures. Peter devotes approximately 10% of his time to our King County contract. Please refer **Attachment 4** for his resume.

## **7. Company Resources**

First Transit's management structure is decentralized in nature. By operating our business in this manner, we are a large company of many local businesses. Local managers, such as Janis Webb, are vested with decision-making authority. This operating philosophy is rooted in our belief that local management understands and delivers service in a way that best meets the needs of our customer. Additionally, many of our senior managers started their First Transit careers as drivers or front-line operational employees and lend a firsthand operational perspective. Our King County team is supported by First Transit's national network of resources, including:

### **Operations Support**

Operations and management support staff provide all aspects of oversight management for First Transit's public operations in the United States. They are responsible for establishing and monitoring policies to ensure First Transit consistently provides exemplary quality service. First Transit's operational resources in the northwest region can be enlisted to provide backup and support to the County if needed. District Manager Steve Aanonson, Area General Manager John Mathews, and Area Vice President Beverly Edwards are operational experts and will support the County's service.

### **Human Resources Support**

Human Resources support staff are responsible for the overall integrity of human resource programs, labor negotiations, Equal Employment Opportunity, employee benefits and career development, including our Academy of Leadership Program.

### **Safety and Training Support**

Safety and Training support staff design nationwide safety and risk management programs and then monitor their performance. Staff conduct ongoing safety analysis and monitor contract compliance with our established safety standards. Frank Ciccarella Vice President of Safety and Security will support the safety and training efforts of the project and will be available as a resource to King County.

### **Financial Management**



Accounting staff oversee financial management, strategic planning and asset management. This support staff directs all financial activities including financial planning, forecasting, accounting and payroll and provides monthly support and guidance. They will monitor the reports and invoices from the project and will work with the staff if the records indicate that there is a variance from their financial plan.

### **IT Support**

First Transit's Information Technology department provides support for our extensive computer systems and LAN/WAN networks connecting nearly 100 operational locations coast-to-coast. In addition, this team has developed proprietary software integrating paratransit and fixed-route operations, vehicle maintenance and payroll processing. The IT department supports the corporate-wide use of all financial and human resource-related software. These programs help First Transit maximize the advantages of technology in order to operate efficiently and remain competitive. Jonathon Lampert will continue to be located at the King County Control Center and provide continual corporate oversight to the Control Center operations.

## **8. Personnel Availability**

Our Project Manager for King County, Janis Webb, is available at her office during peak operating hours, normally 7:30 a.m. to 4:30 p.m. During non-peak hours both Janis and Control Center Manager Tracy O'Connell will be readily available for emergencies via cell phone. In cases where Janis or Tracy are unavailable, they will designate another manager as the primary contact.

Additionally, all other First Transit King County managers will be available 24 hours a day, seven days a week, via cell phone. Even if they are not physically in the office, they will immediately respond to any occurrences.

## **9. FTE's for Each Job Category**

### Consistent Allocation of Personnel

As your incumbent provider, First Transit staffs a sufficient number of personnel to ensure that regardless of the situation, staff is available to continue operating the services smoothly. We also invest each of our managers with responsibility for tracking service requirements and formulating their employee schedules accordingly for each area of the operation. For example, in our Control Center operation, the Dispatch and Scheduling Manager is responsible for ensuring we have ample dispatchers scheduled to cover all peak services periods, as well as ensuring that we can rearrange dispatch staff schedules to cover any unexpected absences. Likewise, for Service Provider operations, First Transit will have spare drivers available so that if a driver does not report to the dispatcher window at the designated time, the dispatcher will record the driver as absent and will call for an extra board driver in time to make the pull-out. The dispatcher is responsible for assuring that all driver schedules are met.

As an experienced provider of paratransit and fixed-route services, we have faced the challenges of employee shortages and absences. As a result of our experience we have developed proven planning tools such as the First Transit (formally Laidlaw) Contract Management System and solid day-to-day procedures such as extra board drivers, which effectively mitigate personnel shortages. The County can count on First Transit's experience to keep positions filled and the service on time by our immediate response to situations presented throughout the term of the new contract.

### First Transit (formally Laidlaw) Contract Management System



To assure high quality system performance and assist our local managers in planning and controlling their operations, we developed a complete system of reporting and action plans. This system known as the Laidlaw Contract Management System (LCMS) is the key to quality control at all our locations. This system allows the manager to monitor the daily pulse of the operation including vehicles, manpower, maintenance, training, safety, and customer input. Each staff member at every location is responsible for preparing weekly work plans, schedules, and action plans for the contract involved.

Location staff meet weekly under the direction of the Project Manager to compare the prior week's results to the plan. If variations exist, the group decides on a plan of action to correct the variation. Key items monitored for our Control Center include human resource activities, training, complaints, system productivity and safety.

A major aspect of the LCMS is a report used to alert and inform management of existing or impending employee levels to allow Project Manager Janis Webb to take necessary action to ensure an adequate supply of trained employees. This manpower report allows for monitoring vacations or leaves of absence, and where individuals are in the recruitment/training process. The end result is proactive contract management, rather than crisis contract management.

## **10. Employee Retention**

First Transit (formally Laidlaw) has a remarkable record of employee retention in King County – our turnover is an impressively low 12%. As the current operator of the Control Center, First Transit (formally Laidlaw) has a deep appreciation for the exceptionally competitive environment in King County for attracting, and retaining, technical talent. We believe the longevity and stability of our Control Center technical staff provides the best evidence of our ability to meet and overcome this potential hurdle. For example, our Director of Transit Technology, Jonathon Lampert, has been with our operation for more than a decade. Yvonne Kaeder, our IT Systems Manager and her five technology-specific team members have an impressive 41 collective years of service to our County operation. First Transit (formally Laidlaw) is able to achieve this admirable retention rate, even in a potentially challenging environment such as King County, by dedicating ourselves to fostering the continued success and development of our employees. It is our goal not merely to retain employees, but also to recognize and reward the best and most proficient employees. We recognize the fact that the longer employees remain with our transportation system, the more they have to offer our clients.

First Transit has specific strategies that have enabled us to retain our best employees, while building loyalty to the company as well. This involves hiring the right employees for the job, creating and maintaining a high quality, professional work environment and providing our employees with appropriate new and ongoing training and developing our drivers to become future managers.

First Transit provides a flexible workplace where employees are involved, valued, mentored and encouraged to build a career in the passenger transit industry.

### Hiring, Training and Evaluation

First, First Transit selects the people we think are the best to fill the jobs. **Janis** will ensure all First Transit (formally Laidlaw) employees have met stringent hiring requirements to make certain that only the best people work for us.

Next, we provide superior training that focuses on each trainee's needs. Our training programs, including the Academy of Transit Leadership, fully prepare our employees for their jobs. We couple that with mentoring opportunities so that our veteran employees are able to pass down their knowledge and expertise on to others.

We want our employees to choose First Transit as a career, not just a job. Janis will encourage applicants to define their goals during the evaluation process. Once these goals are developed, Janis will help them work on achieving them, whether it is additional training, job shadowing or just professional advice. We have had a lot of success in promoting from within at King County and nationwide, charting careers for any employees who desire it.

Tazmisha Jones is one example of an employee who has moved up through the ranks and now holds an important management position within First Transit (formally Laidlaw)'s Control Center structure. Tazmisha was hired in an entry-level position as a reservationist in 1996. Her dedication and devotion to her work were recognized by her supervisors and she progressed through a number of positions including Lead Reservationist, Quality Assurance Representative and Lead Quality Assurance Representative in a five-year period. She became the Call Center Supervisor in 2000 and in 2001 she accepted her current position as a Software Specialist. During her meteoric rise through the ranks First Transit (formally Laidlaw) invested its resources in training Tazmisha for each new position she accepted. We rely on her current skill set to maintain system properties and parameters, develop and implement procedures to ensure the software is used to its fullest capacity and evaluate new software solutions. First Transit (formally Laidlaw) actively fosters the ongoing professional development of our employees.

#### First Transit Creates a High-Quality Work Environment

An important part of any retention plan is to create a work environment that employees are proud to be a part of every day. Our King County Control Center Project Manager, Janis Webb, understands this. One means by which we demonstrate how much we value our employees is through special events. To reward our employees, Janis has the challenge of planning employee events that include all the employees, working around the Control Center's 24/7 operating schedule. Janis and her management team give away gift cards and have lunch catered in twice a year for all employees, with the lunch service running from 10:00 a.m. to 6:00 p.m. to catch all employee lunches. Each manager rewards and encourages the team to do better. Thanks in part to this ongoing program, our King County operation has achieved a remarkably low employee turnover rate of just 12%.

## **11. Job Descriptions and Requirements**

### Department Managers

In addition to Project Manager Janis Webb and Control Center Manager Tracy, O'Connell, we dedicate a full-time manager to each of our operating functions of Information Technology Systems, Reservations, Passenger Service, Scheduling/Dispatch, and Transit Instruction. All managers have full responsibility for the operation of their department and report to either our Control Center Manager or the Project Manager.

Each department manager will provide the daily supervision for their area to ensure efficient, productive and consistent operations within the department. Our department managers will ensure that each function is fully staffed to cover all shifts, reallocating resources and changing schedules as needed to fill any shift vacancies. The department managers will be assisted by department supervisors. All department managers will monitor their function's adherence to First Transit and King County's policies and customer service standards. For detailed job descriptions and specific skill requirements for each, please refer to **Attachment 5**.

### Supervisors, Administrators, Leads and Specialists

For our Control Center operation, each First Transit manager is supported by a team of specialists in each operational area. These supervisory positions are available to assist any employee in the handling

of complex service issues and ensure the successful functioning of their specialized areas. The Lead Reservationist monitors reservations timeliness of response, accuracy and the quality of service during the trip booking process. The Lead Dispatchers work with all dispatchers to enhance their communication skills and decision-making abilities to keep the system operating on or near schedule. The Lead Scheduler monitors standing order efficiencies and reviews all routes to increase passenger productivity. The Passenger Service Lead will assist our Passenger Service Manager in monitoring the correct follow-up procedures and timeline adherence for all customer concerns received by their department. Our proposal also includes two trainers: an Operations Trainer and the Reservations/Passenger Service Trainer. These two positions will help us to ensure that all new employees receive thorough training specific to the area they will be assigned to, and adds one more level of assurance that we will attract and retain the best employees for your service.

Our IT support personnel and specialists also include a Trapeze Software Specialist, Mobile Technology Specialist, Coordinated Transportation Specialist, Software Developer/Analyst and Network and Telecomm Administrator. Our Transit Instruction Manager is likewise supported by a team of specialists, including an Outreach and Administrative Specialist, Instructors and a Pathway Review Lead. The primary duties of these individuals are to provide support and expertise in their respective areas. They will report to their department managers and will assist all employees if a problem that pertains to their area of expertise arises. These individuals will also be tasked with reporting any problems, evaluating their programs for efficiency and recommending improvements when necessary.

The department Supervisors, assisted by the Reservations/Passenger Service Trainer and the Operations Trainer, will ensure that all replacement reservations agents, dispatchers and schedulers receive the full benefit of Trapeze training prior to handling any passenger phone inquiry.

#### Dispatchers

Our Dispatchers will keep the entire system moving through constant information sharing with all Service Providers. The Dispatchers will respond to any need to insert, change and move trips to promote system efficiency. Dispatchers monitor passenger pick-ups and drop-offs to ensure system timeliness. Dispatchers are responsible for anticipating potential service challenges and then prioritize and respond effectively to changing situations. Our Dispatchers will serve as role models for proper radio protocol and effective radio usage and will be trained to handle emergencies calmly and appropriately. Dispatchers will treat all drivers fairly and promote a team atmosphere with respect to communication and cooperation. For a complete description of Dispatcher job duties, skills and requirements please refer to **Attachment 5**.

#### Reservationists

Our reservationists will respond to all passenger inquiries for transportation services. Our reservationists will be responsible for verifying both client and trip eligibility prior to booking any trip request. All staff will be fully proficient in the sensitivity and empathy required to handle any inquiry or trip request whether received by phone, TDD or in person. We will, on a daily basis, review all telephone system productivity reports to evaluate system performance on an ongoing basis. For a complete description of Reservationist job duties, skills and requirements please refer to **Attachment 5**.

#### Schedulers

Our Schedulers will coordinate with all selected Service Providers to establish daily run boards matching provider availability to forecasted passenger trip demand. Schedulers will monitor the system and provide recommendations to enhance system productivity. Our Schedulers will process all requests for rides and coordinate any requested changes. They will work with all area transit providers to

increase greater cooperation between modes. For a complete description of Scheduler job duties, skills and requirements please refer to **Attachment 5**.

#### Payroll/AP/HR Clerks and Administrative Assistants

Our clerks and administrative assistants for the Control Center provide valuable support to Project Manager Janis Webb and to the rest of the management team. These positions are responsible for completing and auditing payroll, accounts payables, creating and updating all personnel files. They also audit Service Provider driver manifests (tours) and compare to our internal reports to ensure accuracy and consistency. For a complete description of Clerk and Administrative Assistant job duties, skills and requirements please refer to **Attachment 5**.

#### **Our Plan for the County**

Companies with solid leadership tend to be great places to work, which in turn encourages longer tenure. For the last seven years, our King County management team has helped First Transit (formally Laidlaw) build a solid reputation as one of the finest teams to work for, and our employee longevity and low turnover rates support this. Our employees have a quality work life; 39% of our Control Center employees have been with the company for more than five years.

First Transit (formally Laidlaw) provides the County with leadership and a corporate culture that encourages a quality work life for our employees, which in turn reduces turnover. Choosing First Transit (formally Laidlaw) means choosing a company that takes care of the employees of the County's transportation system.

We know that Project Manager Janis Webb will continue his commitment to constantly improve this already positive environment. She will continue to challenge his employees to raise their levels of performance and keep us on a path to excellence.

### **12. Experience of Key Personnel and Their Responsibilities**

First Transit (formally Laidlaw) is confident that we have the most experienced, dedicated and diversely talented Control Center team of any transit system working anywhere – and they are already right here in our King County operation. Our current key personnel includes: Project Manager Janis Webb; Control Center Manager Tracy O'Connell; IT Systems Manager Yvonne Kaeder; **Reservations Manager Yves Tang, Customer Service Manager Michael Rhodes; Transit Instruction Manager Brian Arthur;** and Director of Transit Technology Jonathon Lampert. . Proposed additions to the current Control Center management team include a Passenger Service Manager and a Software Developer/Data Analyst.

For information on each employee's experience, please refer above to the section titled "Staff Involved with the King County Contract", as well as to their individual resumes included as **Attachment 4** with this proposal.

Additionally, please refer above to the subsection titled "Job Descriptions and Requirements" for information about our personnel's responsibilities.

### **13. Employee Benefits**

#### Hourly Employee Benefits

At a time when many companies have ceased to offer traditional benefit programs, First Transit continues to offer our employees a wide range of benefits. The following benefits will be made available to hourly, non-union employees working full-time.

- Health Insurance – Medical, Vision and Dental Health Plan. Employees can select single, two-party or family coverage. There are also two types of dental plan offered. Employee contributions are determined by the plan selected as well as the date of hire, with more senior employees having lower contribution levels.
- 401(k) Retirement – First Transit (formally Laidlaw) offers a 401(k) retirement plan. Employee deferrals of up to 50% of income are allowed.
- Vacation – Vacation benefits begin with one week paid vacation after one year employment.
- Seven Paid Holidays – Eligible employees receive holiday pay for the following seven holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Company-provided Life and AD&D Insurance – First Transit (formally Laidlaw) supplies this at no additional cost to each employee.
- Voluntary Short- and Long-term Disability Insurance – Employee only or family coverage available.
- Voluntary Life Insurance – Available for spouse and/or dependants.

#### Salaried Employee Benefits

Salaried employees receive all of the benefits listed above for hourly employees, with the exception that they will receive two weeks paid vacation after one completed year of employment. As well, Project Managers and above are eligible to participate in First Transit (formally Laidlaw)'s Short-term Incentive Plan, which rewards these managers for their contributions to the success of their operations and the company's success overall. For full details on our benefits packages for salaried employees, please refer to **Attachment 6**.

Although compensation and benefits are not the only reason an employee stays with First Transit, it is critical that we remain competitive in order to attract and retain the best employees for the County's system.

#### Domestic Partners

First Transit offers the same benefits to domestic partners as we do a spouse.

#### **14. Staff Coverage**

See Exhibit 13

### **3.2-E SCS Effort**

It is First Transit's policy to take all reasonable steps to ensure that SCS's have the maximum practical opportunity to compete for and participate in the performance of each of our contracts.

First Transit has established an SCS participation plan designed to ensure that established goals set forth by the County are met. This plan includes meeting the 2% goal for the Control Center. We have agreed to work with the following qualified SCS's:

- **Keeney's Office Supplies – Office supplier**
- **WAT (Washington Accessible Taxis) – Overflow taxi provider**
- **Progressive Mobility Inc. (Shelley Hawkins) – Sensitivity awareness and diversity training**
- **Rite On Time Transportation – Overflow taxi provider**
- **Sunshine Transportation – Overflow taxi provider**
- **Husky Transportation – Overflow taxi provider**

First Transit's SCS plan for the County will be administered and updated annually during the term of our agreement by Project Manager Janis Webb. In addition, she will provide the County with a monthly update of First Transit's current SCS status. Please refer to **Attachment 3** for additional information about the SCS's First Transit contacted in our preparation of this proposal.



### **3.2-F Key Personnel**

For a complete list and biographical summaries for the key personnel who will be assigned to this project, please refer to the section titled “Staff Involved with the King County Contract”.

Key managers who have been with the King County operation since First Transit (formally Laidlaw) assumed the entire Control Center contract in August 2001 include Director of Transit Technology Jonathon Lampert, IT Systems Manager Yvonne Kaeder, Trapeze Software Specialist Tazmisha Jones, Customer Service Manager Michael Rhodes, and Network and Telecom Administrator Kenn Rich. During the last seven years these individuals have proven themselves to be true team players in their interactions with both the County and the Service Providers. It is because of their leadership and involvement we were able to successfully transition from our original role as Service Provider to our current role managing the Control Center. Our team led the implementation and startup during the transition from the previous provider. In 2001, our team was instrumental in transitioning the Control Center from its former location at our South Park facility to its current site in the Exchange Building in downtown Seattle. This was a complex effort requiring continuous coordination and communication, which our team accomplished on time, as promised.

Janis and her entire team are involved in daily activities that require close collaboration between the current Service Providers and members of the County’s transportation oversight team. First Transit (formally Laidlaw)’s team knows that the success of the entire system depends on each constituent getting what they need to be successful: whether it is a driver who requires help with their route or a request from the County for up-to-date statistical data, everyone from Project Manager to dispatch team pulls together to get the job done.

### 3.2-G Contacts

#### 1 First Transit's primary contacts include:

Janis Webb, Project Manager

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4212  
Cell Number: (206) 793-3016  
Hours Available: 24 hours a day, seven days a week.

Tracy O'Connell, Control Center Manager

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4211  
Cell Number: (206) 793-3252  
Hours Available: 24 hours a day, seven days a week.

Yvonne Kaeder, IT Systems Manager

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4231  
Cell Number: (206) 510-1931  
Hours Available: 24 hours a day, seven days a week.

Michael Rhodes, Customer Service Manager

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4216  
Cell Number: (206) 255-5028  
Hours Available: 24 hours a day, seven days a week.

#### Scheduling and Dispatch Manager

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4210  
Cell Number: (206)  
Hours Available: 24 hours a day, seven days a week.

Jonathon Lampert, Director of Transit Technology

Location: 821 Second Avenue, Suite 200, Seattle, WA 98104  
Office Number: (206) 749-4234  
Cell Number: (206) 793-4036  
Hours Available: 24 hours a day, seven days a week.

After normal business hours, Janis Webb and Tracy O'Connell are the primary contacts and can be reached by cell phone at the above numbers.

Contact information for First Transit's proposed subcontractors can be found in **Attachment 3**.

#### 2 Understanding of the County's Needs

King County manages the paratransit transportation program, including ADA, Community Transportation and Community ACCESS Transportation services. King County coordinates these services through three Service Provider contracts and one Control Center management contract. Currently, the service area is divided into three regions: East, North and South areas, with one provider serving in each section. First Transit (formally Laidlaw) is proud to presently operate the Control Center, and also manage the County's Transit Instruction Program, and for this reason we have a unique

understanding of the individual characteristics and challenges of the responsibilities associated with being the Control Center contractor.

Service consists of demand response and subscription service, with curb-to-curb, door-to-door and hand-to-hand levels of assistance provided. The County provided more than 1.12 million rides through its ACCESS service in 2006 and ridership is expected to increase in the upcoming years. The County projects annual vehicle service hour increases as well, from approximately 655,000 in 2008 to 729,000 in 2012; however, there could also be declines in service, as other factors influencing usage come into play, such as changes in demographics or fixed-route service. Therefore the County is looking for providers who can meet increases or decreases in demand and program changes with a “can-do” attitude, possessing the ability to continually increase efficiency to keep costs down while demand changes.

Service hours are typically 24/7, and providers must be able to meet service requirements during peak and non-peak hours with the same level of excellent customer service, responsiveness and safety. The service area encompasses all of King County. Because the County serves riders from other regions within the Puget Sound area, there are “transfer trips” that require a high level of coordination between the Control Center and the paratransit providers. It is therefore vital that all providers coordinate effectively with other Puget Sound area providers, the Control Center and with the County. The selected providers must be able to lead change as well as adapt to changes, as the County desires input and recommendations from the providers, to assist in ensuring continuous improvement to its transportation system.

### **3 Proposed Plan Overview, Resources and Key Aspects**

First Transit (formally Laidlaw) brings more than a decade of experience in King County to our operation of the Control Center, having been a primary Service Provider and Control Center operator from 1996 to 2001 and since 2001 as your management team for the Control Center. As the County’s current provider of the Control Center operation, First Transit (formally Laidlaw) is the only provider who can guarantee the County a completely trouble-free startup phase: we already have all of the staff, procedures and systems in place to assure you that we are ready on day one of service. Our plan for the new contract period is simple – provide the same partnership approach going forward as during our current seven years of Control Center stewardship, with the same trusted, highly experienced staff and the same collaborative “can-do” attitude we have always shown. We pledge to keep pushing the envelope in reaching for higher standards of customer satisfaction, whether with the system’s riders, other providers, or the County’s staff. We are never satisfied with “business as usual” and will keep developing and adapting powerful software and data collection tools for your service. We will work together with all providers on methods to improve system performance. We are proud of what we have achieved so far in our work for King County, especially the following benchmarks:

- Technology Developments, including: Launched the cancel confirmation automated IVR system in April 2001; introduction of MDCs into the system in 2002., which started with 60% validation and runs today at a 95% validation rate throughout the system; launched automated dial out in October of 2006; created numerous LTSITG programs for more efficient tracking/researching/ etc. including Info-Manager, IMRP, QA program, iManager (first time riders program), file transfer (to allow all/Metro to view all kinds of documents/photos, etc); implemented Trapeze automated transfer system (para-to-para) to better manager transfer trips in January 2003.
- System Performance Improvements, including: Implemented a “0 Denials” policy in August 2002 and no ADA eligible trip has been denied since the beginning of this policy in spite of the fact that demand has increased; in cooperation with Metro King County, developed a no pay enforcement

procedure in July of 2002; moved to a three-day reservations window in January 2005, with the result that we achieved a drop in cancellations from 16.4% to 15.24%; implemented trip-by-trip conditional eligibility in March 2005; increased system productivity from 1.57 to 1.74 in the last four years; streamlined coordination of transfers with regional partners with implementation of customer program Info-Manager for Regional Partners; seamlessly integrated community access programs into our Trapeze system in November of 2005 and added an additional community access program into our system in February of 2007.

- Enhanced Employee Efficiency and Training, including: Accommodated increasing call volume from 386,335 calls received in 2003 to 458,796 in 2006, which is an increase of 18%, while reducing staffing; handled an increase of 110% in total annual dispatched trips – from 933,297 trips in 2003 to 1,029,542 in 2006; developed full training program for Trapeze and LTSITG programs, helping to decrease our already low employee turnover as well as reducing training costs overall; added desktop faxing (Call Pilot) to reduce paper usage, increase accuracy and increase employee productivity; Info-Manager for Regional Partners allows for a streamlined approach for coordination with our regional partners, eliminating the need for faxing and phone calls to gather information about our regional riders and coordinated transportation.

We are eager to explore new heights of service excellence. We consider our people, and the stability of our workforce, the key components of our future plan:

- Project Manager, Janis Webb – Fourteen years overall in transit management
- Control Center Manager, Tracy O'Connell – Twelve years of experience in the transit industry and six years with the King County Control Center operation.
- IT Systems Manager, Yvonne Kaeder – More than six years of transit experience with the King County operation.
- Customer Service Manager, Michael Rhodes – Eight years experience with King County and 17 years of overall experience in the transit industry.
- Reservations Manager, Yves Tang- Twelve years experience in the transit industry and more than six years experience with King County operation.
- Director of Transit Technology, Jonathon Lampert, III – Ten years experience with Trapeze scheduling software, 10 years in partnership with the County.

First Transit is equally proud of our frontline employees, including all our dispatchers, schedulers, reservationists and quality assurance representatives. These dedicated individuals provide the County with their very best each day. We take pride in the fact that we have 35 employees that have been with our Control Center operation for four years or longer, with 39% of our total workforce serving First Transit (formally Laidlaw) and the County for five years or more. Our plan for the new term is to keep this team together, working to build an even better, more efficient Control Center and ACCESS system.

#### **4 Assumptions Not Identified in the RFP**

First Transit (formally Laidlaw) has carefully considered the current service and the future growth potential for the County's ACCESS program and in doing so we have identified several key opportunities for quality improvement that are not addressed in the RFP. We believe these initiatives will return value to the County and we will work cooperatively together with the County, and where appropriate the Service Providers and other stakeholders, to implement any or all of these improvements. To comply with the RFP requirement that this section not exceed the three page limit, we have included a complete list detailing these initiatives in Section 3.4-D.4.

## **5. Understanding of ADA Requirements**

### ADA Experience – Eligibility, Certification and Screening

First Transit (formally Laidlaw), as a private operator of public transportation, has significant experience with thorough understanding of the requirements of the Americans with Disabilities Act. Both paratransit and fixed-route operations must provide equipment which meets the accessibility specifications of the ADA. Furthermore, any public entity operating fixed-route services must also provide paratransit comparable in scope and in coverage to the fixed-route services provided. While First Transit (formally Laidlaw) is one of the largest providers of ADA paratransit services in the country, we have always tailored our operations policies and practices to ensure that the County's decisions are carried out "on the street," while complying with federal mandates. For example, in King County, our Control Center team works in concert with Service Providers to facilitate the safe, efficient transfer of ADA eligible riders traveling across county boundaries.

First Transit (formally Laidlaw) is fully aware of the government regulations and guidance on ADA matters and carefully monitors changes and updates in Federal requirements and policies. First Transit (formally Laidlaw) follows implementation guidance and decisions, rulemakings, "Dear Colleague" and other official developments as well as the ongoing activities of U.S. DOT's Disability Law Coordinating Council, the Architectural and Transportation Barriers Compliance ("Access") Board, the Civil Rights Division of the U.S. Justice Department, and other decision-making authorities, as items of ADA significance are published in the Code of Federal Regulations ("CFR") and elsewhere, and maintains ongoing informal contact with the staff and decision makers who are charged with enforcing ADA's requirements.

Among such activities, we have seen the Origin-to-Destination Service guidance of September 1, 2005, which is the latest formal iteration of policy on the "door-to-door"/"curb-to-curb" issue, which is still developing.

Another key development in ADA implementation and enforcement is the Memorandum of Understanding between the Justice Department and the FTA which became effective on August 26, 2005, and establishes a regime of enforcement procedures and coordination, knowledge of which enables grantees and private contractors to understand how ADA enforcement is managed and who to deal with in any particular circumstance should a compliance issue arise.

Our experience lies in full integration of this multi-faceted law. For the purpose of discussion, our experience is outlined categorically:

#### **Equipment**

We have implemented the specifications for ADA accessible equipment into standard operating practice for equipment acquisition. Therefore, any vehicle purchased after the fall of 1990 is readily accessible to people with disabilities. Our Director of Maintenance Resources and Support is fully knowledgeable about ADA requirements and reviews all vehicle purchases to ensure that these specifications are met.

#### **Delivery of Service**

All paratransit and fixed-route services provided by First Transit (formally Laidlaw) have been affected by the ADA. Special driver training has been implemented and includes empathy training and passenger assistance techniques. Additionally, all of our drivers receive training and regular coaching on important practices such as calling out stops for passengers onboard and identifying their bus-route at passenger stops.

### Certification and Screening

In several of our existing operations, we are required to perform some level of certification and/or eligibility screening. Our experience in this facet of ADA ranges from simple confirmation of ADA eligibility to actual certification of eligibility, based on functional ability performed by medical professionals in a formal screening process.

### Employment

As an employer, First Transit (formally Laidlaw)'s policy and practice is to provide reasonable, appropriate accommodations for applicants and for employees with disabilities by adapting the recruitment and/or workplace for a person's disability. We also accommodate the public and its employees at our facilities by appropriately adapting rest rooms and water fountains and by installing wheelchair ramps when necessary.

## **6. Service Providers and Control Center Logistics**

As the current provider for the Control Center, First Transit (formally Laidlaw) has detailed perspective into both the Control Center and Service Provider operations. Currently, the Service Providers are assigned to three regions: East, West and North. While providers have established facilities that are within each of their geographic regions, each provider must also be able to provide service throughout the entire King County service area, regardless of the assigned location. Providers work collaboratively with the Control Center to assure that all trips are performed in each area.

The Control Center is responsible for taking reservations, scheduling rides and dispatching the trips. The Control Center produces the driver manifests for each provider, scheduling trips in such a way as to maximize efficiency during all hours of operation. Control Center staff must be sure that the Service Providers have next day vehicle schedules no later than 7:00 p.m., so that they can adequately schedule their resources, and that trip data is kept updated in Trapeze so that driver manifests will be accurate and updated when printed. The Service Providers in turn schedule their driving staff to meet the expected demand during all hours. It is therefore vital that the lines of communication between the Control Center and Service Providers are open and that relationships are collaborative and responsive to changes.

On a day-to-day basis, the entire Control Center team works collaboratively with each of the Service Provider teams to keep the system running smoothly. Control Center dispatchers maintain continuous communication with the Service Providers' operations team, including management, window dispatchers, and most importantly the drivers on the road, to ensure all trips are performed and routes are run on time. In the Quality Assurance (QA) arena, the Control Center QA staff keep Service Providers' management updated as to rider complaints, concerns and commendations. Both Control Center and Service Provider management must be able to communicate effectively and work together cooperatively to keep the system running smoothly and to foster an environment of continuous improvement. This is achieved through daily contact, and is vital to stability and efficiency of the system. However, such collaboration is also vital to maintaining the integrity and strength of the County's system during periods of change; typical and frequent in any transportation system, but especially so in larger systems such as the County's.

For example, twice a year, the Control Center works closely with each Service Provider to prepare updated route bids. As the current operator of the Control Center, First Transit (formally Laidlaw) already prepares two of the Service Provider bids, carefully analyzing the most recent system data with the reporting functions developed by our IT team, to produce highly efficient routes. The Control Center and Service Providers then work together to revise peak driver and vehicle requirements to meet the



latest system demands. In this way, collaborative effort between the Control Center and Service Providers serves to keep the system moving forward, in step with shifts in demand.

## **7. First Transit (formally Laidlaw)'s Approach**

First Transit's (formally Laidlaw) approach in the new contract term will incorporate many of the same features that we already use to successfully operate the County's Control Center:

- **Trusted, Responsive Staff:** Janis Webb and her current staff have earned the trust of the County through their ongoing dedication to meeting the County's goals. First Transit (formally Laidlaw)'s Control Center plan is to retain all of the staff who has helped make your system successful, while adding several key new positions to meet future goals. For organizational charts please refer to **Attachment 1** and staff descriptions have been covered in the section titled "Job Descriptions and Requirements".
- **Technological Expertise:** First Transit (formally Laidlaw) is proud of the IT team we have in place for the County's Control Center. No other provider can match the stability, longevity and combined operations expertise in the transit IT realm that First Transit (formally Laidlaw) provides with our King County IT staff, including Yvonne Kaeder, Tazmisha Jones, Kenn Rich, Tacy Highland and Jeff Stump, as well as having First Transit (formally Laidlaw)'s Director of Transit Technology, Jonathon Lampert, based at our ACCESS Control Center operation.
- **Open, Continuous Communication:** First Transit (formally Laidlaw) understands that the complexities of the County's transit system demands cooperation and collaboration among all stakeholders. Because of this, we have worked diligently to develop and improve all communications systems to ensure ready accessibility. Our current communications approach and plan for the future are detailed more completely in the section titled "Proposed Communication Systems".
- **Innovation:** First Transit (formally Laidlaw) has consistently led the way in providing system upgrades, whether to Trapeze, our telephone systems, or to our reporting functions. We have also developed new tools for the County, such as Info-Manager and Stat-Trax. In this proposal we detail the plans we have for going forward, including powerful new tools to improve our reporting and data collection capabilities. It is our aim to keep the County at the forefront of cutting edge transit technology. We detail both our current successes as well as our in-depth plans for the future in the section titled "Quality Improvement Programs" within the proposal.
- **Broad Corporate Support:** First Transit (formally Laidlaw) has shown our continued commitment to the success of the County's operations through providing support to our local staff, as well as providing additional resources to the County, whenever needed. Our district and national support teams have contributed their efforts to ensure Janis Webb and her staff continues to be successful in their efforts for the County. For complete details on our corporate support personnel available for this contract, please refer to Section 3.2-C.7.

### **3.4-B Startup & Implementation**

#### **1. Startup and Transition Plan**

As the incumbent for the Control Center operation, First Transit (formally Laidlaw) can offer the County the benefit of our decade of experience operating the Control Center as well as the cost savings associated with virtually no startup activities, which require facility set-up or training – typically expensive items. First Transit (formally Laidlaw) has the proven track record in partnering with the County to operate, manage and supervise the ACCESS paratransit Control Center, and we have proven that we can do so efficiently, cost effectively and proactively. We already have a fully trained, experienced staff currently entrusted with your system's performance. We are dedicated to continuing to maintain your trust.

Because of our extensive knowledge of the ACCESS system, an added benefit to the County in retaining First Transit (formally Laidlaw) as your Control Center provider is our ability to provide guidance and assistance if and when needed for any Service Provider changes. We can help to minimize the "growing pains" normally associated with these changes.

For the Control Center startup, our job is simple: audit and evaluate the current systems in place and make adjustments as necessary.

Our startup staff will communicate with the County every step of the way. We will face all challenges head on, working with County staff to find solutions.

#### **Startup Team for Control Center**

First Transit (formally Laidlaw)'s startup team will consist of all the current, trusted staff the County relies on for the smooth operation of the Control Center today. Heading this team is Steve Aanonson, our District Manager and designated Startup Coordinator. Steve will be the County's primary point of contact throughout the transition to the new contract term. Steve was involved with the startup of another project within the King County ACCESS Service, namely the Woodinville facility in 1996. He therefore offers first-hand experience with King County startups. Steve is empowered to make quick, efficient, on site, on-the-spot decisions to make the transition to our new contract go as smoothly as possible.

Janis Webb, Project Oversight– Janis's primary startup responsibilities will include contract negotiations, including those with SEDB providers, contractual compliance, and implementation of any new corporate and customer procedures. Further, Janis will continue to meet with local agencies and key community leaders to assure them that the transition will mean no interruption in the current level of service. During these meetings she will be open to suggestions for improvement of day-to-day operations. Janis and her operations staff will also meet with new Service Providers to be sure that all providers have a thorough understanding of the collaborative environment that allows ACCESS to run smoothly. Janis's staff of managers and supervisors will report to Janis any staffing needs or system requirements that require attention during the contract transition.

Jonathon Lampert, Information Systems and Technology Startup Coordinator – Jonathon's primary focus for startup of the new contract will be to facilitate a successful transition to the new contract period and to implement the plan for the agreed upon upgrades for software, hardware and infrastructure equipment. Jonathon will work in close cooperation with the County to develop a phased implementation of any recommended upgrades, additions or improvements. Jonathon will also work closely with Janis and her local staff to ensure proper training of the office staff, making sure that everyone is adept at utilizing new technologies and procedures. She will ensure that the information systems are in place to meet every need of the County and to accommodate all reporting procedures.

Steve, Janis and Jonathon will have the support of each department manager, including IT, dispatch/scheduling, reservations, and quality assurance during every step of the phased implementation. Our team will continue to work in close concert to assist the County with any issues that arise throughout the transition to a new contract term.

#### Control Center Implementation Schedule

Below, please find the tasks that will be conducted to audit and inspect our current operation of the Control Center.

<b>Tasks</b>	<b>Responsible Party</b>	<b>Completion Date</b>
Notice to Proceed	King County	7/31/2008
Receive contract documents from the County	Janis Webb	8/3/2008
Review and return contract document	Matt Wood/John Mathews/Steve Aanonson/ Janis Webb	8/8/2008
Submit insurance certificate to the County	Janis Webb	8/11/2008
Audit RFP/Proposal/Contract requirements and plan conformity	Janis Webb /Steve Aanonson	8/18/2008
Startup meeting with the County	John Mathews/Steve Aanonson/ Janis Webb	8/19/2008
Review Proposal/Contract with all Department Managers	Janis Webb	8/20/2008
Order all replacement hardware/software	Yvonne Kaeder/IS Team	8/20/2008
Departmental procedure/policy review meetings	Department Managers/Trainers	8/25/2008
Install and test all new hardware/software	Yvonne Kaeder/IS Team	9/8/2008
Audit safety programs	Don Johnson/Shawna Quigley	9/22/2008
Audit reporting procedures	Steve Aanonson/ Janis Webb	9/24/2008
Audit accounting procedures	Maureen Jacobson	9/26/2008
Audit hiring practices/procedures	Don Johnson/Shawna Quigley	9/29/2008
Test all back-up systems including emergency CC	Yvonne Kaeder/IS Team	9/29/2008
Meet with provider operations Staff	Janis Webb/Tracy Scott	10/6/2008
Meet with all SEDB/overflow providers	Janis Webb	10/7/2008
Final startup plan review	Steve Aanonson/ Janis Webb	10/17/2008

#### Cost Items

First Transit (formally Laidlaw) has carefully reviewed the requirements of the startup phase for the Control Center service contract. We have provided the County with a list of each task, and our assumptions, projections and estimates for each task. We have included our startup costs at each range of VSH in our Price Pages in Volume 4 – Tab B, Exhibit 13B-2. These costs include the following equipment costs for our four workstations for administrative and payroll functions as illustrated in Section 3.4-C.3:

- HP dc7700 Business Desktop Ultra-Slim workstation - \$1500
- HP L2045w 20" Wide LCD monitor = \$319
- elo 1725L 17"LCD touch screen monitor = \$800

First Transit (formally Laidlaw)'s Director of Transit Technology, Jonathon Lampert, and our Control Center IT team have also developed a complete package of computer hardware and software specifications for the recommended Control Center system upgrades for the new contract period. We include this detailed plan in **Attachment 9**.

## **2. Stages of Implementation**

Jonathon Lampert has developed a phased implementation plan for all technology upgrades, which we have included as **Attachment 10**. This attachment outlines our timeline, responsibilities, and rationales for each aspect of our technology implementation plan, including: the planning assumptions and rationales for our Microsoft Windows 2000 Server to Windows 2008 deployment; all tasks relating to our software development and deployment for Trapeze, Ontira and Greyhawk. The remaining execution of the stages of implementation for the Control Center would primarily encompass thorough reviews of current policies and procedures of the Control Center, ensuring that we remain in compliance with each. This will primarily be Janis Webb's area of responsibility and he will receive assistance from each individual department manager.

## **3. Recruiting, Hiring and Training Staff**

For information about our Control Center staff training, please refer to Volume 2, Tab C-1 in the section titled "Training". Since First Transit (formally Laidlaw) is the incumbent provider for the Control Center operations, our core management staff is already in place.

Please refer to our implementation schedule in **Attachment 10** for our timelines for staff hiring and readiness. Our carefully crafted plan ensures that we will have a sufficient staff onboard for day one of service. Specific job duties and responsibilities for the staff that will oversee these operations are included in the section titled "Staff" and the subsection titled "Job Descriptions and Requirements." Above, in the subsection titled "Startup Team" we have provided details of the individuals who will oversee the transition process. Lastly, in the previous subsection titled "Cost Items" we have identified the expected costs to be incurred between the Notice to Proceed and the beginning of service.

### **Transitioning Staff Currently Employed in the Operations**

As the incumbent provider for the Control Center operations, we plan to retain the existing staff thus ensuring the County no interruption in operations – no other contractor can offer this. Our dedicated staff is familiar with the geographical area, how the service operates, and the high expectations of the County, passengers and First Transit (formally Laidlaw). Our Control Center employees have a proven and consistent record of meeting or exceeding the County's expectations. These employees are valuable because they have developed a high level of expertise in the operation of Trapeze. Their skills have allowed them to develop managerial reports that summarize the key performance measures of the service. This information becomes the basis for recommendations which improve the performance of King County's ACCESS service.

## **4. Accomplishing Tasks**

Please refer above to our "Startup & Implementation" section for the specific Control Center tasks we will perform, along with the expected completion dates.

## **5. Initial Evaluation and Testing of Potential Employees**

First Transit has extensive procedures in place to ensure that our employees are qualified for the position and pass the necessary checks to ensure they are reliable employees with a quality work history. The process for evaluation and hiring begins with the individuals submitting an application. Once the application is reviewed and it is determined by management that the person is a viable candidate, an interview takes place. Upon completion of the interview, the applicant is eligible for hire. The next step is for First Transit to conduct the following checks: Department of Motor Vehicle Records Check; Criminal Record Background Check; Reference Check; Employee Physical; and a Drug Test. Assuming the candidate passes all checks, they will be ready to begin training.

## **6. Technology Implementation**

First Transit has identified the major tasks to be completed for the implementation of our technology systems, and have included these areas in **Attachment 10**. It must be noted that for our Control Center proposal, the implementation timeline will be driven by the desires of the County. We believe that we have identified many valuable upgrades and enhancements that will add significant value as we work together to meet system growth. However, we also acknowledge that the current system does meet our needs during the initial phase-in of the new contract. We are prepared therefore to establish a timeline for achieving all upgrades that meet the County's needs. In this way, First Transit will be able to remain flexible to the needs of the County as we assist and support the County through the Service Provider startups. We believe affording this flexibility will be key to achieving a smooth transition for the system overall.

### Description of Technology Systems

The aforementioned technology implementation plan included as **Attachment 10** also includes all of the details regarding the various components of the planned systems, including hardware, software and various infrastructure items.

### How this Supports a Phased Implementation

As stated above, First Transit (formally Laidlaw)'s technology implementation plan for the County provides complete flexibility: we can defer implementation or commence immediately, depending on what is best for the system overall as determined by the County. The phase-in plan designed by Jonathon Lampert is modular, in that initiation of one aspect does not drive the need to initiate another. For instance, upgrades to our telephone system will not determine when we must commence software or hardware upgrades. In this way, we remain fully responsive to the needs of the County.

### System Maintenance Plans

Please refer to our detailed plan for system maintenance for our Control Center operation included in Sections 3.5-C.4 and 3.6-C.3.

## **7. Startup Tasks**

Please refer to the Section 3.4.B.1 "Startup & Implementation" above for the Control Center startup tasks.

## **8. Total Cost of Materials and Equipment**

First Transit (formally Laidlaw) has carefully considered our current equipment and the County's future needs in developing our proposal. We have identified the four workstations we will require for payroll, described below in Section 3.4-C.3. Beyond this, any further startup costs would be for pass-through technology that we believe is needed to continue to provide the same high level of service during future

years of the new contract term. However, we acknowledge that much of the existing equipment can be used during the initial startup period. Therefore, our costs for the replacement hardware and software as described in our recommended Control Center system upgrades will be incurred only at the County's discretion, as mentioned in the above sections. We have provided a list of our recommended technology replacement equipment in the technology replacement equipment exhibit of **Attachment 9**.



### 3.4-C Equipment & Vehicles

#### 1. Equipment

Please refer to Section 3.4 B.6 for a complete list of technology equipment that is required for this service. The cost of each of these items is identified in our technology plan.

#### 2. Vehicles

First Transit will not purchase any vehicles for the Control Center operation.

#### 3. Contractor-owned Equipment

First Transit will purchase four workstations for administrative and payroll functions for the Control Center.

Purpose	Hardware	Software	Units
Payroll	HP dc7700 Business Desktop Ultra-Slim	Windows Vista, MSFT Office, Symantec AV	2
Payroll	HP L2045w 20" Wide LCD		2
Time Clock	HP dc7700 Business Desktop Ultra-Slim	Windows Vista, Symantec AV	2
Time Clock	elo 1725L 17" LCD Touch screen		2

#### 4. First Transit (formally Laidlaw)'s Computer System Use and Maintenance Plan

##### Computer Maintenance Plan

First Transit (formally Laidlaw)'s network system maintenance plan is managed by our King County IT department and is based on years of experience in the IT industry and industry standard best practices. Our proactive approach has allowed us to maintain an uptime of 99.999% for the county in our Control Center and has virtually eliminated preventable downtime due to lack of information or resources. There are several layers to our maintenance plan:

- A strict company policy preventing the personal use of business equipment which accounts for 75% of all industry downtime.
- Use of the latest Microsoft operating systems, service packs and security patches. A Windows Services Update Server (WSUS) ensures all updates are installed across the network as soon as they are released.
- Network protection provided by a firewall and Symantec AntiVirus software.
- Restrictive computer configurations limit software installation to Metro-approved software.
- Utilization of monitoring software that will quickly alert IT staff of imminent hardware failures.
- IT staff maintains proper "on-shelf" spare inventory and utilizes Altiris Deployment Server to quickly reconfigure and replace failed equipment.
- Maintenance of aggressive service support contracts ensures provider support for the full business life of assets.

Please see Section 3.6.C.3 for a detailed computer maintenance plan for our Control Center operation.

##### Software and Hardware Upgrades or Modifications

Our Seattle-based First Transit (formally Laidlaw) IS Team has developed a testing process that has allowed us to work closely with the County and constantly move technology forward. Upgrades to software and hardware are proposed whenever there is a tangible security or productivity benefit. First

Transit (formally Laidlaw) maintains a testing environment that allows the technology team to gain strong hands-on experience with products prior to making recommendations and create implementation plans that meet the needs of the ACCESS system. During the planning process First Transit (formally Laidlaw) incorporates information from white papers, user forums, release notes, vendor support and test experience. All work is done in close coordination with King County and is tracked using Track-It! help desk software. First Transit (formally Laidlaw) feels it is important that changes to the system be as invisible as possible to the end user. During our current support of the County's Control Center we have had many seamless hardware and software upgrades. We are able to do this by utilizing a Citrix Web Farm and Altiris Deployment Tools. As we look to the future we continue to plan to improve the system and will follow the same successful model we have in place in Seattle. Please see Section 3.6-C.6 for First Transit (formally Laidlaw)'s approach to managing scheduling software upgrades. Please see Section 3.6-C.11 and our technology replacement equipment exhibit in **Attachment 9** for specifics on technology and hardware upgrades proposed.

#### Proposed Staff Training

First Transit (formally Laidlaw) is committed to keepings staff's skills current with technology. First Transit (formally Laidlaw) already has a strong, established training program for both new hires and existing employees. During the initial term of the new contract all employees' skills will be assessed. All staff will go through refresher training appropriate to their daily duties. Training will encompass both software and hardware used. Please see Section 3.6.H.13 for specifics on our existing training programs. We have also included our curriculums for both initial and refresher Trapeze training as **Attachment 11**.

### **5. Emergency Power Systems**

The current emergency power system at the King County Control Center is built around a large County-owned uninterruptible power supply (UPS) back-up system that existed on site prior to the Control Center moving to the Exchange Building in 2001. This unit is maintained by the Exchange Building's management company. The unit maintains the server room and other critical circuits on the second floor and is attached to a back-up generator that will ensure uninterrupted power in the case of an emergency failure.

In addition to the County's system, First Transit (formally Laidlaw) has incorporated another level of redundancy into the network design of the existing server room. Each server rack has two UPS devices that can offer load distribution of production servers for a short time in the case of an emergency. All First Transit (formally Laidlaw) maintained UPS system devices receive regular checkups to identify areas that require service or replacement. Battery rotations follow manufacturer battery replacement guidelines to ensure all pieces are operating at peak capacity. Wherever possible First Transit (formally Laidlaw) takes full advantage of software initiated environmental monitoring and alerts. This is typically only an option on newer UPS units.

While the current design has been adequate to meet the needs of the existing Control Server, it is somewhat antiquated. The County-owned UPS is the oldest piece of technology in our system, but would be the most important in the event of a power failure. First Transit (formally Laidlaw) believes it is important to invest in this critical part of the network design and would be eager to work with the County in developing a more modern solution to better serve the Control Center in the coming years. Replacement of the system is mentioned as an optional expense in the technology replacement equipment exhibit, included as **Attachment 9**.

## Contract 390785

Off site, at the emergency Control Center, a newer UPS back-up system is in place that was purchased as part of the 2005 South Park relocation project. This UPS was built with a limited capacity that met the budget demands of the 2005 project, but was designed to be modular and scale out as future funds became available. The current design can adequately serve the mission critical servers housed at the South Park facility for a short time, but this could be strengthened through an additional infrastructure investment.

### **3.4-D Service Management**

#### **1. Vehicle Service Hours**

First Transit has considered our plan for responding to increases and decreases in the allocation of vehicle service hours and how such increases or decreases will impact staff and other aspects of our operations. First Transit understands that the County may award from two to four contracts for this service, and that the County desires a broader spectrum of options for determining how to best allocate service areas and hours. Accordingly, First Transit is offering the County separate and distinct staffing and operating plans for each of the required service ranges.

Our proposal has taken into consideration that as each range increases the Vehicle Service Hours (VSH), there will be incremental increases in certain staffing requirements. This will be true whether we are operating the Control center or a Service Provider portion of work.

For example, the VSH increase per range impacts the number of reservationists, dispatchers, schedulers and other support staff needed to keep our Control Center running smoothly. Further consideration was given to equipment, such as work stations, telephones, and system upgrades that are required when VSHs change more dramatically from low-end to high-end ranges. First Transit (formally Laidlaw) has taken all of this into consideration, and indicated these changes in our Price Page Narrative, included with Volume 4 – Pricing (Part B, Exhibit 13.) Here, the County will find our detailed assumptions and requirements for each projected range of service.

As a national company First Transit has the capacity to respond to unexpected needs for additional service if, for example, the County experiences the failure of a transit company providing service or an unexpected spike in demand for service. Often we find that if the performance of the service improves so will the demand for the service. We have the infrastructure in place to quickly respond to such changes, whatever the area of impact, such as staffing, driver training, vehicle maintenance, or capital equipment. We are confident that with our proven, strong local team, and our deep bench of responsive corporate support, First Transit is especially able to respond quickly to a need to increase service in a short timeframe. We are, and will remain, flexible to the County if it is necessary to increase service beyond the initial, projected scope of work.

#### **2. Staffing Plan**

For our Control Center operations, First Transit (formally Laidlaw) has developed a comprehensive staffing plan, which we have included for the County in Section 3.2-C.16. We also work collaboratively with the Service Providers to achieve the appropriate number of drivers for each service area. We communicate route changes, vehicle requirements, and make timely updates to driver manifests in Trapeze on a daily basis to ensure that the Service Providers are able to make adjustments in time for the next day's service. As well, we develop route pick schedules twice every year, and work closely with each of the Service Providers to ensure this process is completed smoothly and with minimal risk of service disruption.

#### **3. Organizational and Programmatic Relationships**

##### **Establishing Relationships**

As the County's Control Center operator, First Transit (formally Laidlaw) is continuously reminded of our place within a vast array of service agencies serving our community and of the role we play in our passengers' lives. We must be excellent communicators, capable of providing reliable and caring service. We must be team players, flexible and creative in working within the network of agencies that we come into contact with daily. Each of our departments is invested with the responsibility to

coordinate and work collaboratively with local community agencies to identify and resolve service concerns.

Our passenger service staff has established strong relationships with several organizations within the County, including area kidney centers, senior centers, group homes and large agencies including Department Services for the Blind, Northwest Center, Elderhealth, and Lighthouse for the Blind. Our passenger service staff members work closely with advocates and advisors, all with unique issues, schedules and challenges, in order to identify and resolve service concerns. A primary focus for our staff is to be sure that the ACCESS service requirements and parameters are communicated and understood. This helps us to prevent future service issues from occurring, such as for no shows and service suspensions. Providing service information also allows our staff the opportunity to discuss the wide menu of transportation options available in our community, assuring that agency representatives have up-to-date information as to the best transportation options available for each individual.

Our scheduling department is also well acquainted with these community agencies and works directly with them to explore scheduling solutions and to help alleviate service concerns. Many such agencies communicate directly with the scheduling staff to coordinate service for their clients. There is also close coordination with these agencies during many special regional events and exhibitions such as "SeaFair", seasonal group activities including an annual Christmas Cruise, and during government holidays when transportation services may be limited. Our commitment to coordination is reflected in the positive feedback we receive from these agencies. For example, in December 2004 our scheduling team and specifically, Clayton Cain, was recognized by Northwest Kidney Centers for his continued dedication to providing their customers with responsive, safe and reliable transportation.

Additionally, our Control Center staff works in close cooperation with the County to create detailed service plans for locations with specific challenges, such as SafeCo Field, Qwest Field, University of Washington and Harborview Medical Center. Site evaluations help identify safe pick-up and drop-off zones with good visibility and accessibility. Alternate parking areas are designated for vehicles waiting in queue to help manage traffic flow. These evaluations allow us to propose detailed service plans, helping First Transit (formally Laidlaw) to safely serve areas of high traffic congestion and improve communication between Control Center staff, drivers and clients while minimizing any impact on the system overall. Individual site evaluations are also performed for first-time riders of the ACCESS program as a proactive step towards identifying and addressing issues at individual rider home addresses. First Transit (formally Laidlaw) helped develop the current evaluation program which has identified and documented site evaluations for more than 700 residential addresses within the County since its inception in 2004.

The Control Center as a whole also has experience working with agencies on special projects to coordinate services for specialized events and complex situations. In July 2004, we worked closely with agencies across the country in coordinating transportation services for passengers attending the American Disabled for Accessible Public Transit (ADAPT) in Seattle which was held in conjunction with the Governor's Conference. Coordinating wheelchair transportation service to meet the needs of more than 200 attendees required the focused teamwork and effort of all Control Center staff to work with agencies, Service Providers and event coordinators in identifying potential challenges and resolving issues as they arose. Similarly, when King County was hit with severe weather in December 2006, the Control Center was integral in the coordination of emergency services for King County residents requiring evacuation from flooded or unsafe locations.

First Transit (formally Laidlaw) has provided presentations about our transportation programs to group homes, agencies and senior centers, in an attempt to educate those who use the service. This

education goes a long way in creating relationships within the community as well as providing valuable face-to-face interaction between those who operate the service and those who rely upon it. As the operator of the Control Center, we invite local agencies to participate in employee meetings to introduce themselves and to educate our employees about their agency. This open door policy with area agencies further opens communication channels between organizations and ACCESS operations, helping everyone involved to better understand and meet the needs of the passengers we all serve.

First Transit (formally Laidlaw)'s demonstrated commitment to establishing and maintaining relationships within the King County service delivery system will continue whether we are awarded a renewal contract to operate the Control Center, a Service Provider contract or, optimistically, both. We recognize that we are part of a community of Service Providers whose goal is to provide the very best specialized transportation to every member of our community needing such service. As we look to the future First Transit (formally Laidlaw) will continue to develop and cultivate strong ties to the transportation community, our passengers, and the agencies that serve them. The close bonds we form with all stakeholders allow us to teach, learn and advocate for the ACCESS system and its passengers, making us a stronger, more effective partner for the County.

#### **4. Quality Improvement Programs**

During First Transit (formally Laidlaw)'s seven-year tenure as the Control Center operator we have collaborated with the County to establish King County as an industry leader in creating innovative solutions using software such as Trapeze, M5 and Action. Further we have worked with King County on many initiatives which have improved the quality of ACCESS service.

First Transit (formally Laidlaw)'s quality improvement programs include:

- Launched the cancel confirmation automated system (IVR) in April of 2001.
- Oversaw the complete design and implementation of a new Control Center in September 2001. Provided seamless switchover from the old Control Center to the new downtown Control Center with only a few minutes of downtime.
- Began the introduction of MDCs into the system in 2002. Started with 60% validation and today the fleet runs at a 95% validation rate.
- Created program to enforce no show (NS) policy in the Summer of 2002. In 2001 NS rate was over 3%, but after the enforcement of the policy began the NS rate has consistently remained around 2%.
- In cooperation with the County, developed a no pay enforcement procedure in July of 2002.
- Implemented a no denial policy in August 2002. No ADA eligible trip has been denied since the beginning of this policy in spite of the fact that demand has increased as has the average length of a requested trips.
- Implemented Trapeze automated transfer system (para-to-para) to better manage transfer trips in January 2003.
- In March 2003 we moved to an advanced version of the Action database which allowed more detailed tracking of complaints and commendations, driver concerns, client incidents, vehicle accidents and dispatch log concerns.
- Moved to a three-day reservations window in January 2005. There was an immediate effect on the cancellation rate. In 2004 the cancellation rate was 16.4% and dropped to 15.24% in 2005.



- Implemented trip-by-trip conditional eligibility in March 2005.
- First Transit (formally Laidlaw) successfully took over the Pathway Review and Travel Training programs in 2005.
- Seamlessly integrated community access programs into our Trapeze system in November of 2005 and added an additional community access program into our system in February of 2007.
- Launched automated dial-out calls to passengers in October of 2006.
- Call volume – We have reduced reservation staffing in spite of increasing call volumes. Calls received in 2003 = 386,335 and calls received in 2006 = 458,796, which was an 18% increase.
- Increased system productivity from 1.57 to 1.74 in the last four years.
- Streamlined coordination of transfers with Regional Partners with the implementation of customer program Info-Manager for Regional Partners (IMRP).
- Total annual dispatched trips has increased from 933,297 trips in 2003 to 1,029,542 in 2006. This is an increase of 110%.
- Developed a full training program for Trapeze and First Transit (formally Laidlaw) Information Technology Group (LTSITG) programs. This helped to lower employee turnover rates training costs.
- Created numerous LTSITG programs for more efficient tracking/researching/etc. including Info-Manager, IMRP, QA program, iManager (first time riders program), file transfer (to allow all/Metro to view all kinds of documents/photos, etc.), etc.
- Oversaw several successful garage relocation projects during our tenure. These were accomplished with no interruption in service.
- Added desktop faxing (Call Pilot) to reduce paper usage, increased accuracy and increased employee productivity.
- Implemented an effective Service Disruption plan that has been utilized successfully on adverse weather days.
- Developed a file transfer program to coordinate and standardize the location of key documents in the Trapeze certification program.
- Implemented a Citrix web farm to increase program availability, share system resources, and to load balance program demand across servers. This solution has allowed remote providers easier, more consistent access to program resources.
- Info-Manager for Regional Partners allows for a streamlined approach for coordination with our regional partners. We have eliminated the need for faxing and phone calls to gather information about our regional riders and coordinated transportation.

If awarded the contract to continue to operate the Control Center, First Transit (formally Laidlaw) recommends the following initiatives to improve the quality of King County's programs:

- First Transit will restructure key departments to leverage individuals' strengths for a better utilization of staff and resources.
- First Transit will focus its IT staff to remain on the leading edge of functionality within the Trapeze software system. This will include researching new features such as conditional eligibility testing,

web booking, trip bumping and street routing all with the focal point of their impact on ACCESS service.

- First Transit will continue to concentrate on better coordination of transportation resources within the County to divert service to lower cost providers and save operating expenses.
- First Transit will develop methodologies, policies and procedures on enhanced utilization of routing and management of locations within the Trapeze program.
- First Transit will continue to improve, and make widely available, tools used for assisting clients with “Where’s my Ride” inquiries which will allow more staff to assist with this function and make better use of organizational resources.
- First Transit makes a recommendation to the County to expand the training department to extend to all provider sites. First Transit feels that better training not only reduces user errors, but also increases job satisfaction and helps retain valuable employees. This results in lower turnover costs, a more skilled workforce and better management of the service operation. Current refresher courses will be enhanced to benefit the skills of longer term employees as well as those who are new to the system. At the Control Center, two dedicated department trainers will work with staff to standardize operating procedures and further improve service.
- Integration of screen capture software with phone recordings will allow better quality control of the customer experience and highlight areas where staff could benefit from additional mentoring.

First Transit (formally Laidlaw)’s seasoned professional staff are ready to continue to work with King County on its initiatives. Accomplishment of the County’s objectives will continue to enhance passenger services for King County and its regional partners.

## **5. Ensuring Excellent Passenger Service**

Every member of First Transit (formally Laidlaw)’s Control Center staff understands that quality service is everyone’s business. From the reservationists who take the initial request for service, through the schedulers and dispatchers who ensure that all trips are placed onto routes for timely performance, to the Passenger Quality Assurance staff who handle the complaint and commendation calls, each individual has the training and tools to properly assist our passengers. It is our focus to ensure that the “passenger comes first” and our daily practices reinforce that belief.

We begin by ensuring that we have the infrastructure, including equipment and trained staff, to meet all requirements of both the ADA and the County’s ACCESS system. This means we have ample phone lines to make sure we answer passenger calls promptly – during 2006 we handled more than 800,000 calls, and answered 91% of these within three minutes. This also means we operate with zero capacity trip denials while maintaining system efficiency and cost effectiveness. We further ensure our ability to meet our passenger service objectives by actively cross training our employees; our reservationists are able to step in and provide passenger assistance services when needed, for example. We also propose to add two more training positions during the new contract term that will increase our ability to cope with ever increasing demand while maintaining our high standards of customer service.

First Transit (formally Laidlaw) also works collaboratively with other providers to make sure passenger service expectations are met consistently system wide. We ensure that the Action database is continually updated when recording caller concerns, incidents and accidents. We work closely with each Service Provider to make sure each incident is followed through to an acceptable resolution. We also have developed Info-Manager and Info-Manager for Regional Partners to further increase system efficiencies, from 1.57 to 1.74 trips per hour in the last four years.

Details for each component of our commitment to total quality assurance can be found throughout this proposal, whether it is how we ensure smooth transfer trips for riders (see Section 3.6-B.6) or how our staff consistently meets the County's quality assurance goals (see Section 3.6-B.7) or how we use our technological expertise to capture the types of information that make continuous improvement possible (see Section 3.6-C.1). For our Control Center operations, the commitment to quality service is not just one part of what we do – it is everything we do.

## **6. Complaint Investigation and Resolution Process**

Although we take pride in exceptional service quality, miscommunications, mechanical situations and human error can occasionally cause passenger inconvenience or service disruption. To help assure a proactive and positive outcome, First Transit (formally Laidlaw) strictly enforces standardized complaint and resolution procedures.

First Transit (formally Laidlaw)'s Passenger Service Manager is responsible for the timely resolution of all complaints and serves as a liaison between our operations, the Service Providers, the County and the community. An additional responsibility is serving as a customer advocate in the resolution of complaints. We use the County's Action database for our complaint processes, which serves as a powerful tool to log information, track investigations, and analyze data to foster service improvements.

The Action Data Base is the primary application by which our Passenger Service staff logs and tracks all complaints, incidents, suggestions, driver concerns, accidents and commendations. Action allows all Control Center management staff, and the County, to access pertinent information on any complaint and incident received. The general steps in the process are for our Passenger Service agent to assign case details to the appropriate department or provider manager for research, resolution and any follow up. It also provides a feedback loop for drivers reporting problems with routing and service provision. Once an investigation is completed, the manager closes the complaint detail and passenger services responds to the complainant by phone or in writing. A variety of reporting parameters is also available for tracking service trends. For a complete description of our complaint and resolution process utilizing the Action Database, as well as other tools, please refer to Section 3.6-B.7 titled "Meeting Quality Assurance Goals."

## **7. Working Together to Solve Service Delivery Concerns**

First Transit (formally Laidlaw)'s response in Section 3.4-D.3 of this proposal provides details describing our ongoing commitment and successes in working with various community agencies, as well as our efforts in resolving potential service concerns at specific destinations or for specific passengers and groups. We are proud of our efforts to respond to the needs of our growing and ever-changing community. Our promise is to continue these efforts into the new contract term, providing an even stronger partnership with the County going forward.

### **3.6-B Operations**

#### **1. Equal Access to Transportation Services**

First Transit (formally Laidlaw) is one of the largest providers of ADA paratransit services in the country, we have always tailored our operations policies and practices to ensure that the County's decisions are carried out "on the street," while complying with federal mandates. First Transit (formally Laidlaw) is fully aware of the government regulations and guidance on ADA matters and carefully monitors changes and updates in Federal requirements and policies. First Transit (formally Laidlaw) follows implementation guidance and decisions, rulemakings, "Dear Colleague" and other official developments as well as the ongoing activities of U.S. DOT's Disability Law Coordinating Council, the Architectural and Transportation Barriers Compliance ("Access") Board, the Civil Rights Division of the U.S. Justice Department, and other decision-making authorities, as items of ADA significance are published in the Code of Federal Regulations ("CFR") and elsewhere, and maintains ongoing informal contact with the staff and decision makers who are charged with enforcing ADA requirements.

Our current infrastructure capacity of phone lines and agents fully meet the performance requirements of the RFP which includes zero denials as mandated by the ADA. Our phone system embodies state-of-the-art technology including reporting features to capture all appropriate operational information relating to agent performance. Combined with our scheduling software, we are able to develop a very accurate and objective analysis of each reservations agent's contribution to expected customer service. We can assure you that our Passenger Service Manager, Supervisor and Leads will provide sufficient staffing levels and supervisory control to meet the day-to-day demand of phone volume. The Control Center Manager will review call data on a daily basis and will reallocate resources as necessary to satisfy any identified increase in call volumes.

First Transit (formally Laidlaw) is committed to cross training employees in other departments. All our customer service agents are also fully trained in reservations. By cross training all agents, we afford ourselves increased flexibility allowing us to immediately respond to unexpected peaks in call volume.

In addition to our conventional telephone service, callers may also request trips via TTY, relay service and in the immediate future utilizing the Internet by accessing Trapeze Web. Trapeze Web will showcase general information about ACCESS Transportation such as eligibility requirements and even begin the eligibility process. For registered clients, Trapeze Web will allow users to manage their customer profile; request, cancel, view and manage tour requests; and view estimated times for current requests.

Our commitment to excellence in both reservations and customer service is reflected in our performance. In 2006, the Control Center answered more than 800,000 calls of which 91% were answered within three minutes.

#### **2. Communicating with Passengers**

Our commitment to serving the community at large is reflected in our hiring practices, our training programs and our customer service standards. We are committed to providing a service that attempts to reach each of our passengers through hiring individuals who mirror the demographics of the community, thus bringing to the organization both the language and cultural characteristics of the community. Further, our training focuses on passenger sensitivity that includes not only an awareness of physical and mental disabilities but also on the cultural differences, including language and limited English proficiency of individuals.

Presently, First Transit (formally Laidlaw) has 12 employees who speak Spanish, 12 who speak Samoan and two who are fluent in German. Our Spanish-speaking employees work in reservations, passenger service and the dispatch departments which allow the Spanish-speaking passengers with the resources to effectively communicate their needs. We recognize a need to acquire Control Center employees with Russian language skills and will continue our recruiting efforts in this regard.

In the meantime, as the current Control Center operator, we have an ongoing contractual relationship with AT&T's "Language Line". This is a fee-based service that enables our operators to transfer any incoming call to an AT&T bilingual operator for translation in all known languages.

The AT&T operator becomes a third party on the line and will translate all dialogue between the Control Center employee and the caller. This service is available 24 hours a day, seven days a week and we have found the service to be excellent.

In addition to placing a call into the Control Center, customers with communication disabilities shall have access to place a reservation through a TDD device (Telephone Device for the Deaf), fax, electronic mail, relay service and in the future, the Internet.

### **3. Providing Information to Callers**

We will ensure that information provided by callers or their communications through other media is fully and accurately recorded through established recording systems and procedures.

First Transit (formally Laidlaw) utilizes state-of-the-art call recording software, complaint database, proprietary software applications, and e-mail correspondence to assure accuracy and complete documentation. Both phone calls and written communications are documented using detailed recording systems and well maintained software applications. We also employ a wide variety of data-analysis methods to ensure performance standards are met or exceeded. These include:

- **Call Recording Software:** All phone calls and radio transmissions to the Control Center are recorded by the call recording software. Web Player recordings are reviewed by passenger service and supervisory staff regularly to ensure quality and accuracy of service provided to every caller. Recorded calls provide powerful investigative tools and may be saved as wave file documents for later retrieval and review. These files are also often used as training tools to help improve individual customer service levels.
- **Trapeze Workstation:** At the time of the caller's request, detailed information concerning the trip is recorded in Trapeze and reiterated to the customer to ensure the reservation agent clearly understands exactly what the caller is requesting. Reservation agents restate all relevant information to the caller to ensure the caller clearly understands exactly when the trip is scheduled (date and day), what time to expect the driver to arrive (30 minute pick up window), and origin and destination addresses. Reservation agents will ask if the caller is bringing a PCA or companion or if the caller requires any equipment such as a wheelchair or walker. It is vital to First Transit (formally Laidlaw) that all information received is accurate and both operations and the customer are working with precisely the same information. Within scripted call conclusion language, confirmation numbers are given to the caller for each booking as a mechanism of reassurance that the booking is completed. In cases of intra-county trip requests, trip confirmation takes place the day prior to service. We will begin including informational service messages within the reservationists' scripted language to educate clients on alternative methods of checking trip information, such as IVR Cancel/Confirm line. We anticipate extending this educational feature to a web-oriented environment as well.

- Integrated Voice Response (IVR) System: The Control Center IVR system is available 24/7 for clients to call and confirm or cancel scheduled trips as desired. This system relays and updates trip information directly from the Trapeze database. The IVR system is also currently being used to send notification of impending scheduled trips to clients who have recently no-showed. IVR-based advance calls are offered to clients who wish to be notified shortly prior to the arrival of their vehicle.
- Action: This powerful database is used to record all customer complaints, commendations and suggestions and is accessed by Metro Accessible Services (MAS), Control Center and Service Provider staff.
- Quality Assurance Program: First Transit (formally Laidlaw)'s Quality Assurance Program provides a means to effectively monitor, establish, modify or hold a subscription service trip based on customer-provided information. Changes to a customer's home address, phone, mobility aids and more are made through this program. Written documentation, in accessible formats, regarding subscription requests are also created via this program. This documentation is saved into the client record within the Certification database.
- E-mail: All e-mail transmissions are saved, entered in Action and/or used to modify a customer's level of service or service provision. In the future, e-mail or text message notifications may be sent to clients regarding the status of scheduled trips. This option will give clients great flexibility in monitoring and managing their trips.
- Internet: Soon, we will be offering a web-based software solution which will enable clients to confirm and/or cancel trips online. This program will also allow clients to view the current ETA of their same-day trips. This exciting online option will give our clients even greater control over and access to their current and future scheduled trips.

#### **4. Supporting Incident and Accident Reporting**

We will support the County's incident and accident reporting procedures through established systems that provide excellent event recording and follow through. In addition we will draw upon a wide variety of research and data-analysis methods using investigative tools such as the Info-Manager program, Trapeze, Call Recording Software and Action database as well as other available information for thorough research.

- Incident Reports: Reports of customer injury or violations of Metro's Code of Conduct are phoned or e-mailed to the Control Center by a Service Provider Supervisor. These incidents are then entered in the Action database. In the case of an expulsion, Control Center staff contacts MCS to inform them of the situation and awaits a decision on what action to take. Other follow up by passenger service may include a prompt call or letter to the customer to inquire about their well-being, or in the case of a behavioral issue, informing them of our policy and any sanction being enforced.
- Accident Reports: Upon notification to dispatch of an accident, dispatchers follow established protocols to verify if passengers are onboard, if there are any injuries and ensure both authorities and providers have been contacted. Immediate supervisors are notified and family members contacted and told another route will be dispatched to ensure there is no disruption in service. Providers enter accident reports in the Action database. Control Center staff will monitor the process and may assist with any issues concerning the database; however, the provider is responsible to follow-up and to close each report.

Please also see section 3.6 B.7 where we describe how daily incidents and accidents are monitored and recorded.



## **5. Providing Overflow Services**

It is our hope that we can decrease our requirement for overflow services as the program continues. A number of factors will assist in this process:

- First Transit (formally Laidlaw) will continue to review all operational reports and make adjustments to the schedules which will result in greater utilization of existing ACCESS services.
- First Transit (formally Laidlaw) holds our schedulers accountable for the daily budget limitations for overflow service provided by the County. If an overflow situation is identified the scheduler will work with Service Providers to determine if they have the capacity to meet some or all of the overflow demand
- Authorization for same-day overflow can only be made by a Control Center lead, supervisor or manager.

First Transit (formally Laidlaw)'s management team will stay focused on what options there are for service delivery and will recommend the most cost effective way to deliver the service.

First Transit (formally Laidlaw) currently has four Small Contractors and suppliers (SCS) subcontractors providing overflow service and will continue to place a high priority on using qualified SCS's for this work. We believe that overflow subcontractors are a great way to provide SCS's with a business opportunity. When selecting the overflow firms, First Transit (formally Laidlaw) has, and will continue to, only use the firms that provide King County with the most value for their dollar. These firms must demonstrate their willingness to provide the safest and most productive service possible. They are monitored throughout their contract for performance and safety, and are required to adhere to the County's and First Transit (formally Laidlaw)'s requirements.

## **6. Ensuring Smooth Delivery of Services**

First Transit (formally Laidlaw) is committed to providing the smoothest coordination of transit services possible for ACCESS Transportation, its registered clients and our regional partners. As the County's transportation demands grow along with the need to provide more service with a limited budget, we are faced with finding creative ways to reduce travel times and improve productivity. We are working with the County on increasing passenger transfers to other region partners as one way to conserve valuable resources. This plan requires focus and dedication to provide efficient and effective service delivery of the transfer requests. First Transit (formally Laidlaw) has created an operational plan to help accomplish this objective which we have outlined below.

In order to better manage this process and prepare for future growth, we are introducing two new positions to this process. The first will be a Coordinated Transportation Scheduler who will join the Administrative Scheduling Group. This position will be tasked with coordinating future tours between ACCESS Transportation operators, regional partners and possible ACCESS partners. Future day scheduling will be managed and processes developed utilizing Info-Manager Coordinated Transportation (CT) ensuring that we have not overbooked a stop or a location for a specific time of day. The Coordinated Transportation Scheduler will ensure rules will be created in coordination with ACCESS transportation determining the number of acceptable vehicles available at one location. Info-Manager will then alert staff if a violation has occurred and possible adjustment is required.

Service coordination will be managed in conjunction with our regional partners utilizing the First Transit (formally Laidlaw) provided "Info-Manager for Regional Partners" (see diagram IMRP in **Attachment 12**) software. This web-based application will allow us to manage requests and push information from one region's scheduling software to another thereby eliminating the need for inefficient faxing and tying

up phone lines. Requests will then be processed and pushed back to the requesting regional partner notifying that partner that the request has been accepted, refused, is pending negotiation or cancelled.

The second position is the Dispatcher who will be a part of the dispatch group. This person will manage the schedules for the live day and all of the complexities of the daily service. With the creation of the Info-Manager for Paratransit Operations / CT module, the Dispatcher will monitor transfer points, stops and para-to-para trips as defined. The data generated by this module is presented in time intervals detailing the routes, clients and CT times as scheduled. Our process will utilize existing Trapeze and Greyhawk data to alert the Dispatcher of future events, allowing for viewing of real-time information such as vehicle location and estimated times based on last AVL record, all of which will permit them to make proactive decisions based on valid information.

The purpose of these specialized positions is to manage the complexities of coordinating trips between multiple vehicles and agencies with all the variables associated with them. These positions will work closely with the Coordinated Transportation Specialist in the IT Group, Tacy Highland, who will manage Trapeze and make adjustments as needed. Data will continually be analyzed and progressive solutions presented as ride trends and traffic patterns change.

Another innovative solution will be providing Info-Manager – CT on a Tablet PC for the on site, holding bus employee. This technology will allow the employee to monitor ever-changing schedules and manage clients in and out of the location. Messaging will be designed to communicate with the CT Dispatcher keeping each abreast of issues with clients and travel concerns.

First Transit (formally Laidlaw) is also working with Trapeze software to enhance its coordinated transportation process. First Transit (formally Laidlaw) has introduced new concepts such as location profiles with schedules, vehicle capacities, mobility restrictions, location groups with dispatch and monitoring and enhanced para-to-para. These forward thinking concepts will allow us to create more opportunities for coordinated transportation within the King County service; increasing system efficiencies by keeping service local and providing more service without increasing service hours. Existing additional service can be adjusted for para-to-para service or additional transfer locations. When developed and deployed, these ideas will help ensure that resources will be utilized and monitored at each location.

## **7. Meeting Quality Assurance Goals**

First Transit (formally Laidlaw) will continue to meet the County's quality assurance goals as outlined in the RFP through established systems that provide excellent event recording and follow through.

### Complaints

Customer complaints, commendations and suggestions, incident reports, driver and departmental concerns, no show and no pay recording and policy enforcement, and follow-up on address concerns are a few of the areas that we provide systems for detailed reporting, investigative progression and resolution. In addition to these are a wide variety of other data-analysis methods:

Timely Response to Information:

- Phone: When a complaint is received by phone, the operator receiving the call must identify the rider involved. The operator may take the complaint directly getting the date and facts of the event, or transfer the call to the passenger service department for greater scrutiny of events and more in-depth handling of the problem. The caller will receive assurance that investigation will follow and if requested, a Case ID number of the registered complaint.

- E-mail: E-mails are replied to the same day and acknowledged with the Case ID number within three days.
- USPS: Letters and cards are acknowledged within three days with the Case ID number.
- Fax: A faxed communication, with receive acknowledgement by letter to the customer or by a faxed reply depending on the circumstance.
- TTY: During the TTY call, the operator will discuss the medium for communicating acknowledgement and resolution.
- In person: Interviews with a complainant are similar to a phone call, however, access to electronic information may not be readily available. In these cases information will be received and assurances of acknowledgement and investigative follow-up will be given.

Investigation: The goal is to respond within 10 days from the time of initial customer contact. Events are broken down into components of assigned responsibility for the actions involved. The Service Provider or Control Center department involved in each aspect of the overall event is assigned a portion that they must respond to within six days from the receipt of complaint. These portions or "Details" must be fully answered before responding to the customer inside the 10-day time limit.

- The passenger service department (PS) uses a wide variety of investigative tools utilizing the Info-Manager program, Trapeze, Call Recording Playback Software and Action database as well as other available information for thorough research.
- PS tracks the progress of investigation and reminds providers or departments of open details as well as publishing a daily report of open details and cases.
- Response: Once the investigation is complete, the PS responds to the complainant and/or rider in the appropriate medium, normally by phone. The goal is to resolve the initial problem with assurance to the complainant that the cause has been understood and corrected. In some cases, the complainant may be educated in the operation of the service to help them understand its workings, policies and limitations. Previous complaints or incidents will be referenced at this time for more complete understanding.

#### Customer Commendations

- Customer approval of service will be received in the same way as above, and the text of the commendations is entered in the Action "Awards" program database.
- Providers and departments will receive the commendation through Action and distribute to any involved staff.

#### Customer Suggestions

- Suggestions by customers for service improvement are entered in Action and directed to Metro Accessible Services and/or operations to provide feedback and information that may assist in considering the suggestion.

#### Incidents

- All reports of a customer injury or operator violation of the County's Code of Conduct are entered in the Action database. Follow-up by passenger service may include a prompt call or letter to the customer to inquire about their well-being, or in the case of a behavioral issue, to inform them of our policy and any sanction being enforced.

#### Driver and Departmental Concerns

- Receipt: Drivers and departments have need to report various issues with service delivery. These concerns are entered into Action by provider supervisors who have received the reports from their drivers; or by Control Center departments, notably through “Concern” entries in the Info-Manager program.
- Investigation and Response: Upon receipt of the report, the PS department assigns the provider or department(s) responsible for answering and/or resolving the concern and creates a Detail for each. The provider or department originating the concern will see the responses as they occur to complete the response feedback.

#### No Show Policy Enforcement

- Customer No Shows and Late Cancellations are recorded in Trapeze along with any related information in the Tracklog memo system.
- The “QA” program identifies recorded No Shows and Late Cancellations and produces “Warning” and/or “Suspension” letters respectively according to Metro policy.
- The Quality Assurance staff reviews all no shows and late cancellations for validity before sending the appropriate “Warning” or “Suspension” letters.
- The QA staff receives phone calls, e-mails or letters from customers wishing to discuss or dispute the information they received. The QA staff will review our information with the customer, to inform and educate the customer about Metro policies. If a proposed suspension is involved, the customer may make a written request appealing the proposed suspension. The QA staff person and an appeals officer will be present at the customer’s appeal.
- The QA program will track the progression of a customer’s suspension to determine the length of time to be enforced; the staff person follows through to ensure that all upcoming rides during the suspension period are stopped.

#### No Pay Enforcement

- Riders who enter the ACCESS vehicle, but do not pay the fare are normally allowed to ride; however, the driver marks the ride on the manifest as No Pay.
- The Providers’ Trip Editing departments tally the reported non-payments into a database provided by the passenger service department each month. The providers e-mail the completed forms to PS who sends a letter to each of the customers whose non-payments have reached a threshold reminding them of their responsibility and the appropriate ways in which to pay their fare.
- If a rider reaches a second threshold of non-payment, they may receive notice that they will not be provided service unless they pay their fare when entering the vehicle. PS follows through to ensure associated comments regarding this rider appear on the driver’s manifest.

#### Address Concerns

- Metro Accessible Services communicates to PS the findings of a site evaluation. PS and scheduling staff performs a variety of procedures for follow-through.
- Database entry is made with the customer name, findings of the site evaluation and summary of the letter to customer.
- Informative letter is sent to customer regarding findings of the site evaluation, actions to be taken and effective date.

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- The customer file in Certification is updated with notes in documents, association of the customer letter and any manifest comments to the driver.
- Live-day standing rides may be modified if the action is immediate, otherwise, the scheduling department following through on the entry to the QA queue generated from the update changes to the customer file, modifies the rider's subscription trips.
- PS staff receives phone calls, e-mails or letters from customers wishing to discuss or dispute the information they received.

### 3.6-C Information Systems

#### 1. Quality Assurance Staff

Quality Assurance is not just assigned to a single employee or department, but is a business practice that is shared across the entire organization. First Transit (formally Laidlaw) constantly strives to improve the system by keeping a close eye on all areas of service from the initial call to the final destination and takes all necessary steps to meet and exceed the customer's expectations by taking full advantage of technology available. First Transit (formally Laidlaw)'s IT staff works closely with the County, Service Providers and the front-end users to create service based on key benchmarks. First Transit (formally Laidlaw)'s management and IT staff collect metrics, user and client feedback and monitor system performance daily as part of the analysis process. To meet the ever-changing business needs First Transit (formally Laidlaw) has developed many customized tools that have streamlined the data collection process and simplified real-time monitoring of service levels and baseline fluctuations to determine when areas of service can be improved.

Areas that are monitored daily include:

- Phone Statistics – Symonview offers instant feedback when hold times have reached an established threshold and alerts management staff for quick attention. Symposium reports are used to analyze past days performance so adjustments in staffing can be made to address any issues.
- IVR Statistics – Ontira reports give information related to call flow, usage of phone lines and the cancel confirmation module. Info-Manager also allows for tracking of calls made to clients through the automated system for advanced trip notification, certification expiration reminders and subscription cancellation reminders. In the future, the IVR system will be used for additional communication with clients to improve service on adverse weather days and to alert clients if vehicles are running behind schedule on the day of service.
- Action – The customer complaint and commendation program helps communication and resolution of customer-related issues throughout the system. Action is an important tool for tracking reoccurring problems and taking steps to resolve issues.
- Trapeze Statistics – Numerous custom reports, Info-Manager and Trapeze are all utilized to gather metrics related to system productivity, on-time performance and route details to make future improvements to service.
- Info-Manager – This has become a key component of the data analysis process. Several modules have been developed in the program to put information in the hands of decision makers:
  - Stat-Trax and Stat-Trax Alert were designed to allow the Control Center to better manage demand and adjust service hours for efficient use of system resources. Goals are tracked and indicators are presented to the user when goals are not being met. Template analysis can also be accomplished through this module, allowing a quick view of template scheduling efficiency through statistical information. This feature also allows management and dispatchers to monitor live-day service to quickly identify trends and make adjustments as needed.
  - The Route Scoring module displays a comprehensive service delivery report, by provider, route, route group or driver, which allows the user to view and analyze individual route statistics to improve operational performance. Routes that consistently perform below defined goals are clearly identified so future adjustments can be made. Actual route information can be viewed to help identify trends.



- The MDC Player displays manifest data and AVL transmissions, which can also be viewed on the map and when compared to Trapeze projections can be used to fine tune system parameters. All of the MDC tools give route information that can also be useful for driver training.
- Client Events allows users to quickly identify service trends by client and view historical client trip data. This module integrates customer complaint and commendations stored within the Action program for consolidation of essential data. It also offers actual delivered information such as trips requested, performed, cancelled and no showed, on time, on time for appointments and dwell times.
- The Event Workspace module contains a wealth of information which allows dispatch users a proactive approach to keeping the system updated and avoiding potential operational obstacles. Using the Event Workspace module tools, including Events, Estimated Time, Call Client, Alert Clients, Coordinated Transportation, and Slack Time provides a current operational status report for the users to work with and manage operations more productively.
- Analysis Tools- Numerous analysis tools are used to determine service inefficiencies including Depot Analysis, Tour Violations such as late and missed trips, Dwell time analysis, Location analysis, and historical On-Time analysis.
- Business Intelligence Indicators – We will also be offering a new same day tool that will bring many forms of data collection together. One such process will be Location Concerns. A service monitor will scan Trapeze information that has been dispatched to the MDCs to identify specific locations. If a match is found, a message is automatically sent to the MDC with detailed site-evaluation information regarding the specific address. This service will also be configured to monitor other aspects of service and will send pages to identified staff when key indicators have been compromised.
- SQL Server Reporting Services is used to deliver information via e-mail to managers on a daily basis. Scheduled productivity, performed productivity and MDC validation reports are sent to managers nightly to track performance and trends. Tracking this information on a daily basis allows managers to track when goals are not met, follow trends and make adjustments when necessary.

First Transit (formally Laidlaw) IT staff also maintain a Trapeze testing environment. The testing serves two purposes: it allows IT staff to replicate any issues that have arisen in the production environment and look for possible solutions. Having a separate Trapeze test system also allows for a safe environment to test new features and processes that can improve system performance. First Transit (formally Laidlaw) has dedicated IT staff whose primary focus is identifying and testing new procedures to improve the Trapeze system on a daily basis. Data is analyzed using Trapeze Plan, custom reports, and by evaluating changes in trends. Baselines are used to determine effectiveness of changes. When a new feature or process is identified that will improve the system, IT staff work closely with First Transit (formally Laidlaw) management, the County and branch operators to integrate the new process into the system. First Transit (formally Laidlaw)'s IT staff has strong project management skills and has led the system through many successful upgrade and changes over the years in the effort to always look for more efficient ways to deliver quality service.

The data analysis process for route bids follows similar methods for data analysis. First Transit (formally Laidlaw) has developed reports to specifically address the analysis needs for future route planning. Ridership and provider trends are tracked in defined regions and plotted against County projections for seasonal ridership. Areas that need improvement are identified by looking at regional

statistics for on-time performance, productivity and overflow usage. Route structures are negotiated with operators in an effort to maximize system efficiency and to reduce the overall operating costs of the ACCESS system. Once a route structure is finalized, the IT staff will adjust polygon assignments of routes in the Trapeze system to balance maximum vehicle availability with a minimum of operating miles. First Transit (formally Laidlaw) Trapeze Scheduling staff then enter new route information into the Trapeze system and restructure template trips as needed to adjust for service improvements

All of these different data sources, data analysis channels and improvement methods are key to the success of First Transit (formally Laidlaw)'s management of the King County Control Center. In 2002, system productivity for the year was 1.57 Passengers per Service Hour (PPSH). In 2007, the system is now averaging 1.75 PPSH for the year to date. This productivity increase has come through more efficient use of the system and a desire to always move the system to a higher level. Over the years First Transit (formally Laidlaw)'s IT group has guided the County through many versions of Trapeze PASS and has successfully integrated many new Trapeze modules through careful data analysis and detailed project management.

## **2. Quality Control**

First Transit (formally Laidlaw)'s management approach forms the foundation for quality assurance. Our standardized procedures, support programs and team approach ensure that we provide uncommon service – service that meets or exceeds the expectations of the County. First Transit (formally Laidlaw) will work closely with the County to ensure that customers are satisfied with the service they receive. In partnership with King County, First Transit (formally Laidlaw) has developed a custom set of reporting tools and monitoring software to address specific business needs of the Metro Accessible contract. Through First Transit (formally Laidlaw)'s vision of real-time data collection and reporting, custom solutions have allowed users to have up to the minute on-time percentages, productivity statistics and run details. The Info-Manager Stat-Trax module allows a customizable view of statistics with drill-down capabilities so data can be viewed at the desired level of detail. This up to the minute data collection allows users and administrators the ability to take action when needed to ensure the highest level of service. Additionally, goals and service standards can be defined within the Info-Manager product and users are quickly alerted when business standards or goals are not being met so the appropriate adjustments can be made at the time of service.

After the day of service, Info-Manager is utilized to monitor trends and service issues and to develop further training programs. Info-Manager integrates Trapeze data, MDT AVL records, the Action complaint database and IVR statistics into a centralized workspace to simplify the research and monitoring process.

Furthermore, First Transit (formally Laidlaw)'s IT team has years of experience managing Trapeze related programs and is able to quickly respond to issues that may arise during the time of service. Often the IT group is able to deal with any data-related issues quickly, but when bugs within the software are revealed, First Transit (formally Laidlaw)'s IT group works closely with vendors to identify and resolve issues. SQL Server Agent, SQL Server Reporting Services and Info-Manager are used to automate data validation reporting. Comprehensive data error reports are available to users through both Trapeze Plus and Info-Manager that alert staff of any data entry errors that need to be resolved. SQL Server Triggers and custom code are also utilized as a backend to custom programs to help ensure consistency between Trapeze client, address, and subscription files. First Transit (formally Laidlaw) strives to define clear policies for staff and provides ongoing training reinforcing these policies at department monthly meetings.

### **3. Technical Systems**

First Transit (formally Laidlaw) designs all our hardware and software systems to eliminate single points of failure and to balance redundancy with performance and cost. Network topology design maintains an uptime of 99.999%. Servers are built with either RAID 5, RAID 1 or RAID 0 + 1 design features to ensure systems stay online during hardware failures. Hot swappable parts are integrated into server design whenever possible and proper inventory of parts is maintained to minimize replacement time. Database servers utilize cache controllers with battery backups to ensure data retention. Critical databases utilize log shipping to maintain warm standby servers that could be brought online during a major system failure. A Citrix Farm is utilized to balance application load and to provide another layer of redundancy with application availability. WhatsUp Gold monitoring software from IPSwitch is used to continuously monitor switches, routers, servers and key applications to alert IT staff quickly in case of a failure. Whenever possible high-level software assurance agreements are maintained with software and hardware vendors to ensure the maximum level of support is available during failures. File replications and frequent data backups are kept to minimize down time due to user initiated data errors.

In addition to design, regular maintenance is done at both the server and database level to make sure that all parts of the system are operating at peak performance. This includes following industry defined best practices for network and operating systems, regular database re-indexing and periodic data archiving. Subscriptions to Microsoft TechNet, MSDN and attendance at PASS (Professional Association of SQL Server) & Trapeze conferences are utilized to maintain a working network of knowledge with the best and brightest in the technology industry.

### **4. Technical Support**

All transit application access for Service Providers is available via the Intranet utilizing a Citrix Web Farm or web-based applications. First Transit (formally Laidlaw) maintains support for account access and considers all users equally throughout the environment. IT staff assists with deployment and support of all transit applications. The IT staff also works closely with providers to make sure that all reporting needs of the ACCESS contracts are met. Often First Transit (formally Laidlaw) develops additional reports for specific providers that assist in collecting data specific to individual organizational needs. The First Transit (formally Laidlaw) IT Staff is a technical resource that is utilized throughout the system. The group operates in a support function not just for the Control Center, but for the entire ACCESS operations group including the community program providers that are integrated into the Trapeze system.

Numara TrackIT is used as a centrally located Help Desk tool to log and track progress of issues and requests throughout the system. In addition, WhatsUp Gold from IPSwitch is utilized to monitor for issues on computers, printers and switches throughout the system. Even if hardware within the ACCESS system is not maintained by First Transit (formally Laidlaw), the IT staff can quickly be alerted to a problem and work with the appropriate IT staff to ensure that there are no disruptions to service.

First Transit (formally Laidlaw) IT staff members play a critical role in supporting all members of the ACCESS system.

- IT Systems Manager – Oversees all aspects of the IT operations.
- Network and Telecommunications Administrator – Provides guidance for hardware purchase at all sites. Maintains network access into the ACCESS network and works closely to ensure all operations are operating at peak performance.
- Trapeze Software Specialist – Provides Trapeze related training and assists with issues that exist in the Scheduling software. Offers training to all system users as needed or requested to ensure that

all users have the needed skills to perform job duties well. In the future First Transit (formally Laidlaw) would like to expand the current training program throughout the system. Currently, remote users each have their own training process and utilize First Transit (formally Laidlaw) in a support role. First Transit (formally Laidlaw) IT staff will extend the training program to create a more structured program that is consistent and thorough throughout the system. Working with the County and all Service Providers First Transit (formally Laidlaw) will create a training program that better meets the needs of the system.

- Mobile Technology Specialist – Works closely with drivers and operation groups to coordinate efforts related to MDC training and maintenance. In the future operations support will expand to include new mobile technologies (i.e. New DriveCam video displays on all vehicles).
- Coordinated Transportation Specialist – Focuses on training and support for agencies that also support the region's transportation community. This includes community transportation programs and coordination of King County ACCESS with other western Washington paratransit agencies.
- Software Developer/Analyst – Develops reports and assists in data collection to meet the specific needs of the system. Collects and analyzes data so better business decisions can be made.

If issues arise that require contact being made with the County's IT staff, hardware or software vendors, First Transit (formally Laidlaw) IT acts on the behalf of the Service Providers as a point of contact.

## **5. Backing Up and Saving Data**

First Transit (formally Laidlaw) takes a proactive approach to data protection. Back-up protocols have been developed to offer protection to address various data protection and recovery challenges such as hardware and software failures, human error, and the need for an up-to-the-minute, responsive reporting environment. These data protection protocols integrate server design and the use of data protection applications such as antivirus software. All data files are stored on multiple redundant systems to ensure data protection and availability. Mission critical data is copied from the production environment to an on site-mirrored server in 30-minute intervals. Additionally data is also replicated nightly to an off site mirrored server for another layer of redundancy. The same information is saved onto tape media on a nightly, weekly, monthly and annual basis. Copies of back-up tapes are shipped off site for further data protection on a monthly basis. As a last step, a safety deposit box is utilized to keep annual copies of archived DVDs off site.

Additional steps are taken to protect database files. Critical databases utilize log shipping to create up to the minute database copies. A warm standby server is maintained off site that could be brought online in case of an issue with building accessibility. Additionally, nightly copies of databases are kept on a back-up server for testing purposes and for back-up reporting. Both file and database backups are tracked and tested regularly to ensure the replication system is working properly to ensure data is never lost.

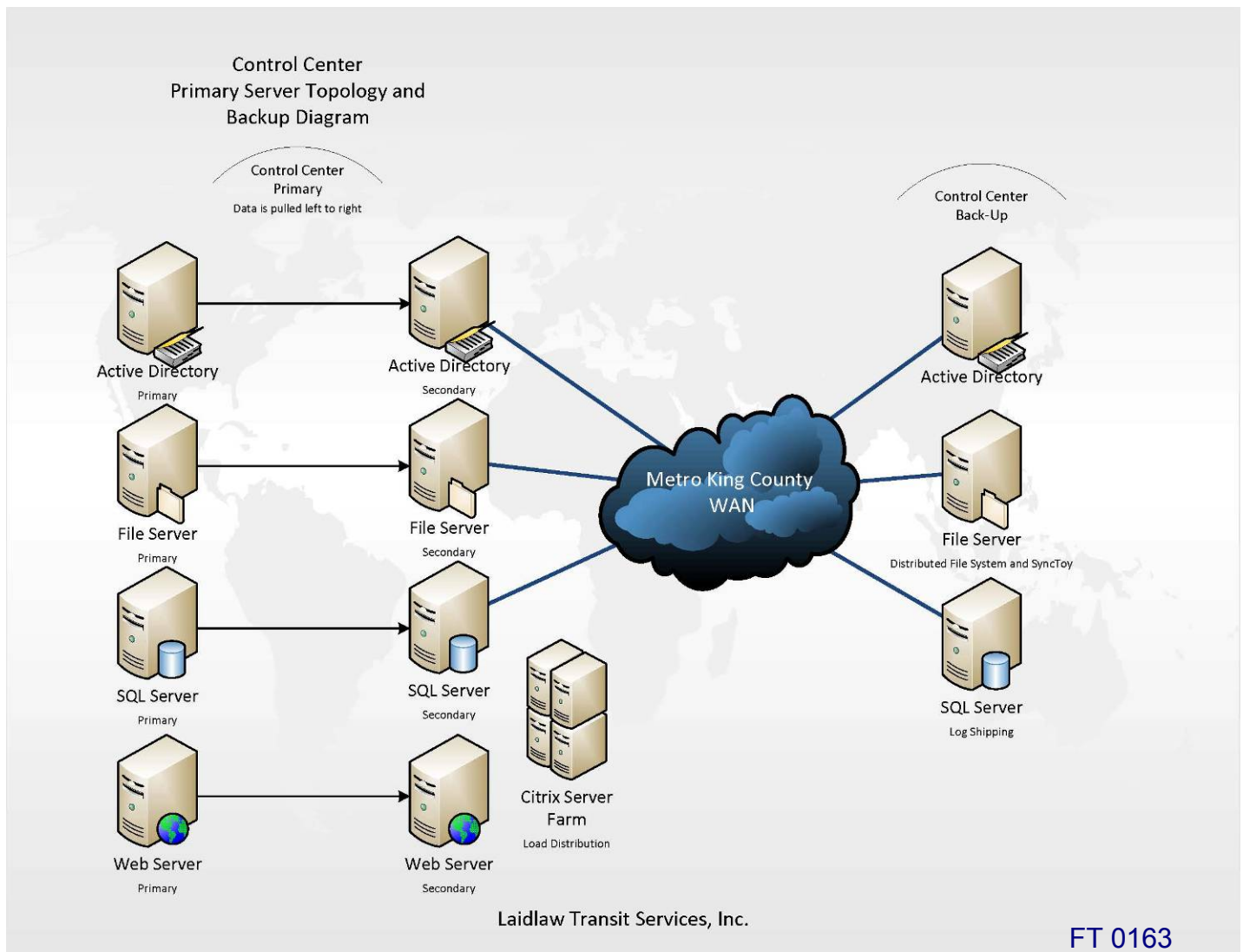
Strong data protection policies, virus protection and patch management are another important part of the data protection system. First Transit (formally Laidlaw) believes that database backups are only strong if source data is heavily protected. Rigorous corporate policies establish a clear set of guidelines for users. Microsoft Active Directory (AD) and Internet & Acceleration Server (ISA) are utilized to ensure adherence to corporate policies. Symantec Corporate Antivirus and Microsoft Windows Update Server are both used to automate patch management to ensure all data has the maximum level of protection available.

Over the years, this data protection scheme has been tested many times and has always delivered the desired level of data protection. Often this is as simple as retrieving an older version of a file when a

user has made a mistake, but in other situations the data protection scheme has been more critical to maintaining operations. A good example of this is the situation that arose at the Control Center in January of 2002. This was the last phase of the transition into one fully operational ACCESS Control Center. It quickly became known that the version of Trapeze scheduling server that had been used in the Control Center could not handle the new integrated load. The Trapeze development staff quickly came up with a set of new patches and builds to help address the issues, but one of the builds inadvertently caused an error in the daily manifests resulting in street number information being deleted from the live schedule. A strong data protection scheme allowed the First Transit (formally Laidlaw) IT group to quickly restore trip information so normal operations could be resumed. Please refer to the following file replication scheme

## 6. Software Upgrades

All software versions are unit tested in a simulated environment prior to deployment. Full data records are maintained between software builds to define acceptable baselines for existing features. New features are tested utilizing release notes, white papers and user forums. Once a new feature is identified all relevant information regarding set up, necessary training and important service notes is logged into the TrackIT system including changes to data that might impact reporting. When needed, IT staff coordinates with vendors to address any issues or questions with test builds. First Transit (formally Laidlaw) has built strong working relationships with key vendors and personnel. These relationships have been critical to the progress of builds and ensuring that future builds offer features that benefit the County's ACCESS system.





Once a build has met the County's business standards, First Transit (formally Laidlaw) works with the County to develop a deployment plan. For new build deployment, an impact analysis is done and written details of software changes are sent to all applicable users throughout the system. If needed, training classes are provided by IT staff prior to deployment. Upgrades are coordinated with vendor support to ensure maximum support if issues arise. Prior to scheduled upgrades, a contingency plan is developed in case a rollback in versions is necessary. If possible, upgrades are done during off-peak hours to minimize disruptions.

## **7. Proposed Personnel's Experience with Trapeze**

First Transit (formally Laidlaw) has some of the most extensive, detailed and broad-based experience in the nation regarding installation and operation of various computerized reservation, scheduling and dispatching systems. Of our nearly 100 locations, approximately 40 of them have scheduling software systems with 19 of these operating with support of Trapeze software.

### Trapeze Locations

First Transit (formally Laidlaw) has been working with the Trapeze computerized reservation, dispatching and scheduling system for nearly 15 years. The result of our experience is enhanced efficiency, effectiveness and innovation with the Trapeze system. We utilize Trapeze in 19 locations:

- Anoka County Traveler, Blaine, MN
- Burlington County Board of Chosen Freeholders, NJ – Midas PT
- Central Contra Costa Transit Authority, Concord, CA
- Eastern Contra Costa Transit Authority, Antioch, CA
- Greater Hartford Transit District, Hartford, CT
- King County Dept. of Transportation, Seattle, WA
- Metropolitan Council, Roseville, MN
- Milwaukee County Transit Plus Service, Milwaukee, WI
- New Jersey Transit – Region 2, Pensauken, NJ
- New Jersey Transit – Region 3, Atlantic City, NJ
- New Jersey Transit – Region 4, Ewing, NJ
- New Jersey Transit – Region 6, Hackensack, NJ
- North County Transit District, Poway, CA
- PACE – North Cook County, Glenview/Suburban Chicago, IL
- PACE – North Suburban Cook County, Grayslake, IL
- PACE – Will County, Joliet, IL
- Regional Transportation Commission of Southern Nevada, Las Vegas, NV
- San Diego Metropolitan Transit System, El Cajon, CA
- South Coast Area Transit, Oxnard, CA



First Transit (formally Laidlaw) has successfully installed or incorporated Trapeze software into many of our other operating locations. We worked collaboratively with our customers and successfully initiated the Trapeze software in more than 75% of the operations that we currently operate.

In the Greater Hartford Transit District (District), while we were not there for the installation of the Trapeze product, we were instrumental in working with the District to maintain the software. The District owned Trapeze, but was dissatisfied with the performance of their paratransit service delivery system and believed that it was due primarily to how Trapeze functioned.

After being awarded the contract to provide paratransit services in Hartford, First Transit (formally Laidlaw) met with the customer, assessed the situation and began to help them learn how to get the most from the software. First Transit (formally Laidlaw) provided training and information on how to use all of the tools that were available from Trapeze. Further, we were instrumental in resetting the system parameters within the software to make it a more efficient service. All of our efforts improved the system's productivity and provided a better service for the passengers in Hartford.

In the end, because of the support and training they received from First Transit (formally Laidlaw), the customer realized that Trapeze could be an effective system and they decided to maintain the software. This decision was much less disruptive and costly than if they had decided to purchase and install a different software package. Our experience with the software was effective, taking a poorly operating system and turning it around to a well organized and economical service.

At the King County site, First Transit (formally Laidlaw) IT has worked closely to develop the Trapeze system from a very simple one-server system into what it is today; a multi-dimensional, industry leading Control Center that takes full advantage of the Trapeze technology developed over the years. The proposed dedicated IT staff has years of practical, hands-on, field experience with Trapeze products including PASS Scheduling Server, Workstation, Certification, Info-Server, MDT Server and service shell plug-ins such as Address Matcher and Conditional Eligibility Testing (beta). This experience extends out to support applications including Greyhawk MDC technologies and Ontira IVR related products. At the King County site, the First Transit (formally Laidlaw) IT group's expertise covers the spectrum of knowledge that is needed to integrate Trapeze and all related support applications. This expertise originated from experiences at the King County site, but has grown from networking with other transit agencies. First Transit (formally Laidlaw) IT has assisted other transit agencies throughout the country with Trapeze-related issues and in return has benefited from the sharing of ideas and experiences.

The dedicated IT staff has a complementary set of skill sets, each with a different area of focus:

- **Yvonne Kaeder** - Yvonne has a thorough working knowledge of the Trapeze database schemas. This knowledge offers the King County system the flexibility to do things that many other sites cannot. She is able to talk one-on-one with Trapeze developers and assist in identifying existing software issues and effects. She also can assist in guiding the development process. She has been able to integrate Trapeze data into other applications such as King County's M5 vehicle maintenance program and Smart Card project. Yvonne guides IT staff to develop custom reporting solutions and applications, providing decision makers with needed tools to improve the ACCESS system.
- **Kenn Rich** – Kenn's responsibility is to work with the Trapeze network and data protection. Kenn supports the Trapeze server network by maintaining rigid network standards. By following best industry standards, Kenn ensures that all Trapeze systems maintain an uptime of 99.999% and that data is protected at all levels.

- **Tazmisha Jones** - Tazmisha has worked with Trapeze products for more than a decade. Her knowledge of the intricacies of the Trapeze products is unique in the Paratransit industry. Not only does she know the Trapeze product well, but she also knows how to configure the system to meet all of the County's specific business needs. Tazmisha's knowledge base covers the spectrum of Trapeze PASS products. She has a good working relationship with Trapeze Customer Care and oversees the daily administration and troubleshooting of the Trapeze production and test environments. Tazmisha was the original Trapeze trainer at the First Transit (formally Laidlaw) site and today she works closely with Tacy Highland and dedicated department trainers on the Trapeze training program and she leads monthly training classes covering basic and advanced Trapeze skills. Tazmisha is dedicated to getting the most out of the Trapeze products for the King County ACCESS system.
- **Jeff Stump** –Jeff Stump has overseen the King County MDC project since its early stages. Under his guidance, the MDC program expanded to cover the entire ACCESS fleet. He works closely will all sites on the driver MDC training program. Today the fleet operates with a 95% validation rate due to Jeff's diligence. Recently Jeff has further increased the strength of the MDC program by developing staff at each site that can quickly respond to level-one MDC issues. Jeff will continue to assist in keeping validation rates high. Jeff is the primary liaison with the MDC third-party vendor and he manages the relationships between the County, Trapeze and Greyhawk.
- **Tacy Highland** – Tacy has added another dimension of knowledge to the First Transit (formally Laidlaw) support team since she joined the IT group three years ago. Tacy has an in-depth knowledge of the Certification process and she has been integral in expanding Trapeze to support community transit programs. She has worked with other staff members to strengthen the existing Trapeze training and testing programs, which helps, make the entire system stronger. Recently Tacy has worked closely with the County and Trapeze to develop Trapeze's conditional eligibility testing module, which will further support the County's vision.

In addition to the local IT staff, the proposed First Transit (formally Laidlaw) management team has more than 25 years of Control Center experience utilizing the Trapeze scheduling software and all of its support systems such as Action, Info-Manager, IVR Reports and Nortel Reports:

- Janis Webb, Project Manager, has fourteen years of experience with Trapeze DOS based ASS..
- Tracy O'Connell, Control Center Manager, has been using Trapeze for eight years.
- Mike Rhodes, Customer Service Manager, has eight years of Trapeze knowledge.
- Yves Tang, Reservations Manager **has been working with Trapeze for six years, and had five years of experience with DOS-based PASS prior to this.**

For the Control Center staffs biographical summaries please refer to the section titled "Staff Involved with the King County Contract". Additionally, their resumes have been included in **Attachment 4**.

First Transit (formally Laidlaw) is also committed to supporting Trapeze at a corporate level. Jonathon Lampert is the Director of Transit Technology for the First Transit (formally Laidlaw) Trapeze Business Group and oversees 19 different Trapeze sites throughout the organization. Over the last year, he has coordinated corporate efforts to support all First Transit (formally Laidlaw) Trapeze sites throughout the country and to share ideas and success stories for increased productivity and maximized efficiencies nationwide. Before moving to a corporate position, he was the IT Manager for the King County ACCESS system. He was an integral part of the growth and success of the County's paratransit system and has an in-depth knowledge of the King County Metro system. His home office is based in Seattle

and his primary role will continue to be to provide support and vision to the Control Center in his corporate role.

#### **8. Proposed Personnel's Experience with Hardware and Software**

Creating innovative solutions to integrate complex business systems is one of the things First Transit (formally Laidlaw) does best. The First Transit (formally Laidlaw) corporate IT staff, including Jonathon Lampert, has been called on to assist in the planning and hands-on implementation of projects throughout the country including San Diego, Orange County Transit Authority, Hartford CT and New Mexico. In Seattle, First Transit (formally Laidlaw) has played a leading role in developing the technology that drives the County's ACCESS system. The IT group was with the County in the early years of the program when the computer needs were simple. Over the years, the program has developed into a complex, industry leading, integrated system that has large server network including a Trapeze PASS Scheduling server, MDT server, Infoserver, Greyhawk Gateway, 337 Greyhawk MDCs, an Ontira IVR, Microsoft Active Domain Servers, A Citrix Web Farm, Proxy Servers, Web Servers, a Nortel Option 61C phone system, and a call recording software system. Additionally, ACCESS and CAP (community transportation program) users access the network from nine sites throughout the county.

During the program's growth First Transit (formally Laidlaw) has managed several large scale technology projects. In early 2000, First Transit (formally Laidlaw) began the process to move the County's paratransit Control Center to a new facility in the Exchange building. The system had to be built to accommodate future plans to transition the paratransit system into a single Control Center. First Transit (formally Laidlaw) rose to the challenge. First Transit (formally Laidlaw) worked closely with hardware, software and resource vendors to design and implement the new network topology. In cooperation with King County Network Operations (KNOC), the network was designed to meet the high demands of the Trapeze system. This relocation project also involved design and implementation of a new phone system. First Transit (formally Laidlaw) took the vision of the County and turned it into a reality; one centralized Control Center to support branch operations. The network design was developed to allow future growth without any changes to the base system. Today, additional remote access technologies such as VPN are used to extend the network eliminating the need for future dedicated connections such as a T1 or DSL. As the system grows and software evolves, these new technologies will allow for growth at a substantially lower cost.

After the downtown relocation project, First Transit (formally Laidlaw) worked on a custom base station recording design and collaborated with Nextel vendors to create a custom base recording solution to meet the needs of the contract. An existing product was unavailable in the market place that allowed for both hands free dispatch operation and offered 24/7 recording. First Transit (formally Laidlaw)'s custom design filled both these needs.

In 2002, the County began the initial roll out of the MDC project. Working in close cooperation with KNOC and software vendors, First Transit (formally Laidlaw) successfully integrated a system of 337 MDCs into the existing infrastructure and allowed real-time communications between the mobile units and the Trapeze server network.

In 2004, First Transit (formally Laidlaw) took on the challenge of creating an emergency back-up Control Center without any additional funding. First Transit (formally Laidlaw) was able to take advantage of underutilized resources in the system and put them to good use. Custom scripts were created to create warm standby servers including a no cost log shipping option for the database server. Today a Nortel Norstar phone system, three HP servers and 24 workstations stand ready to take over at a site seven miles south of downtown in the case of an emergency.

First Transit (formally Laidlaw) also has assisted during garage relocation and consolidation projects for Service Providers in King County. During the relocation projects, First Transit (formally Laidlaw) has worked with KNOC to perform an exhaustive analysis of the network, including testing the network, analyzing connection reliability, creating a First Transit (formally Laidlaw) maintained DHCP solution, creation of new sub networks, and proposing the correct bandwidth solution to balance cost with demand. These projects were successful because of First Transit (formally Laidlaw)'s knowledge, strong project management skills and the cooperation of the County and other operation providers.

Today, technology continues to move forward. First Transit (formally Laidlaw) is currently working on the early phases of integrating ATIS trip planning information into the daily trip booking process using the new IPA module from Trapeze Software Group. The ATIS server will be housed at the King Street Center in downtown Seattle. This will add another layer of complexity to the network and put additional file and database demands on the system. First Transit (formally Laidlaw)'s IT staff has the skills and knowledge necessary to keep pushing the County's paratransit system into the future.

#### **9. Proposed Personnel's Experience with Telecommunication Systems**

The First Transit (formally Laidlaw) IT group has extensive experience working with various telecommunication programs including AT&T's Definity 75, Lucent's Merlin, Nortel's Norstar and Meridian 1, and Toshiba. In recent years, Jonathon Lampert and Kenn Rich oversaw three large-scale telecommunication projects. Early in 2001 First Transit (formally Laidlaw) worked closely with ACCESS transportation, Ontira Communications, XO Communications and Trapeze to install an IVR for ACCESS transportation. Later that year, First Transit (formally Laidlaw) worked closely with Qwest Communications to design and implement a new scalable Nortel Meridian 1 Option 61C phone system for the new King County ACCESS Control Center. Months of planning and design went into this project in order to manage current needs, utilize current hardware and allow for the inevitable demands of a growing service and changing technology. In 2005, an existing Norstar phone system was re-engineered as part of an ACCESS transportation emergency paratransit Control Center relocation project.

The First Transit (formally Laidlaw) group also has expertise in many telecommunication support applications. Specifically at the King County Control Center, First Transit (formally Laidlaw) IT has been supporting and managing telecommunication support applications for over a decade. These applications include Symon Desk View, Nortel Optivity Telephony Manager, Nortel Symposium, Meridian Mail, Nortel Call Pilot, ASC Marathon for call recording and playback, a First Transit (formally Laidlaw) designed custom recording solution for Nextel Direct Connect communications, Ontira IVR, Ontira Handyline, Ontira Message Center as well as a First Transit (formally Laidlaw) designed custom solution for an IVR Message Center that features Dial Out. First Transit (formally Laidlaw) also has good working relationships with all the telecommunication vendors and remains at the forefront of new technologies.

#### **10. First Transit (formally Laidlaw)'s Experience with Ethnicity and Disabilities**

First Transit (formally Laidlaw) International Inc. and its predecessor companies have been in the transportation and transit business since 1959. More specifically, First Transit (formally Laidlaw) Transit Services has nearly 30 years of paratransit experience and more than 25 years of experience providing public transit fixed-route services. Throughout these years we have provided service to millions of diverse passengers and have been dedicated to providing quality service to each of them. Our success in doing this has come from hiring the right staff.

Attracting and hiring customer-focused employees begins with the job description. When hiring new employees, the customer service component is emphasized so that anyone applying for First Transit (formally Laidlaw) positions understands what is expected of them. We seek patient, sensitive and non-discriminating employees who are willing and able to learn to refine their customer service affinities through our sensitivity programs. Next, during the interview process, we seek employees with a positive attitude and outlook. Discussing past work history and employers in addition to discussing his/her approach to work provides insight regarding the candidate's customer service capabilities. Finally, reference checks are a key to an applicant's attitude. Past performance may be an indicator of future performance, particularly in the area of customer service. Also, past employment, in general, indicates the applicant's ability to deal with the public. Previous public or customer service positions indicate an ability to handle difficult situations and/or act as goodwill ambassadors for the service.

Our corporate commitment to sensitivity to our passengers is demonstrated by our training, hiring and ongoing articulation of our commitment to treating customers with sensitivity. These measures result in a positive and happy environment for our passengers where they are treated with fairness and understanding. Our employees know that they are to treat the passengers with respect and compassion. Those that are able to feel respect and empathy for the passengers find their employment to be a very rewarding experience.

In King County, First Transit (formally Laidlaw) has demonstrated its commitment to people with disabilities, people of color and non-English speaking populations in many ways. Our call takers, for example, are a very diverse group and speak many languages including Samoan, Spanish and German. First Transit (formally Laidlaw) will continue to contract with AT&T's "Language Line" to assist for customers who speak languages others than Samoan, Spanish and German. The AT&T Language Line is a fee-based service that enables our employees to conference incoming calls with a bilingual operator for translation in all known languages.

In addition, we currently contract with an independent contractor, Progressive Mobility Specialist to provide monthly diversity and sensitivity training to all new staff and refresher training for existing staff. This training represents our dedication to making sure that our employees are familiar with persons of diverse ethnicities and abilities.

## 11. Proposed Communication Systems

The existing Control Center at the County's site was designed and implemented as part of the Control Center relocation project in 2001. First Transit (formally Laidlaw) designed the original system with an eye on the future. Today that allows us to take advantage of the existing technology wherever possible to extend the system's life cycle. First Transit (formally Laidlaw)'s current proposal will integrate existing and new technology with the same forward-thinking vision that defined the original Control Center. Some existing systems will require service maintenance to maintain peak performance and replacement is suggested in cases where software or hardware has reached the end of its support cycle. Underutilized systems are identified and put into service in the emergency Control Center (ECC).

### Control Center

#### Tele-Communications

- **Nortel Communication Server 1000S (CS 1000)** is a server-based, full-featured IP PBX, providing the benefits of a converged network plus advanced applications and over 750 telephony features. Fully distributed over IP LAN and WAN infrastructure with built-in reliability and survivability, CS 1000 supports business-critical applications, including unified messaging, customer contact center, IVR, wireless VoIP and IP phones. Nortel CS 1000 Telephony Manager 3.1 is an advanced



management application that provides an integrated suite of management tools for configuration, control, and analysis of the CS 1000 system. These tools are accessed through a Windows graphical user interface (GUI) or Web browser interface.

- **Nortel CallPilot 5.0** is a unified messaging application for businesses using Nortel phone systems. It combines voicemail, e-mail and fax messages into a single mailbox — accessible by phone, any desktop PC, or mobile e-mail enabled devices (PDAs). CallPilot Unified messaging provides a compelling solution for businesses that are looking at reducing costs, improving productivity, and staying connected to their customers.
- **Nortel Contact Center 6.0** is composed of two parts, first is the Contact Center – Manager Server (CCMS) and second is the Contact Center – Manager Administration (CCMA).
  - The Contact Center - Manager Server (CCMS) provides skill-based routing, call treatment flexibility, real-time displays, historical reporting, and comprehensive management, empowering Control Center managers with the tools and agility to deliver unique and unprecedented care to clients. Rules for routing and client handling can be simple or complex. A powerful scripting language is used to capture those rules for use with each client contact.
  - The comprehensive reporting tools of Contact Center - Manager Server help managers and supervisors accurately track agent performance, resource utilization, and trends. The system's real-time and historical reporting can help in adjusting staffing levels in peak periods and in forecasting business requirements and human resource needs over the long term.
  - Contact Center - Manager Administration (CCMA) is a browser-based tool for contact center administrators and supervisors. It is used to manage and configure a contact center and its users, define access to data, and view real-time and historical reports.
- **Nortel Contact Recording** provides a customizable solution for customers who require all of their calls to be recorded. Nortel Quality Monitoring can be added as a software upgrade to the recording solution to record both voice and agent screens. One integrated product allows for easy monitoring of synchronized voice and data interactions. Voice and data recordings will be available throughout the organization from an easy to use, web-based interface. Contact Recording can be used to improve business efficiencies, reduce risk from client threats, and helps to better understand the client's call experience. Call recording has been a critical piece of quality monitoring and training program at the County's Control Center and adding screen capture data will help to achieve thorough and objective client interaction recording.

#### Tele-Communications Support Products

- **Symon DeskView** is an easy to deploy, small-footprint software application, designed to provide instant modification of key real-time performance ADC metrics to all workgroups. Data can be always-present on the desktop or system tray or it can be configured to "pop to the top" of the desktop automatically when critical thresholds are crossed, or on demand by managers. DeskView can also be heard, as well as seen with audio alerts. DeskView provides valuable ACD statistics that keeps the First Transit (formally Laidlaw) team on the same page and in tune with the needs of the clients.
- **Network Telephony Services 6.0** (NTS) from NXI communications is a network-based communication system for text messaging between Control Centers and TTYs or other TDD devices used by the deaf. NTS makes enhanced instant messaging and other services available when providing specialized services for the deaf.



- **Radio and Driver Communications** – Twelve AdvanceTec Industries AT-3052 desktop cradle kits will integrate with Nextel radios. A First Transit (formally Laidlaw) custom solution allows the analog channels to be converted to a digital signal so it can be captured by the call recording software. The First Transit (formally Laidlaw) design allows dispatch to have hands-free communication, but still allows for 24/7 call monitoring (to be implemented in the Summer of 2007 as part of existing Control Center contract). Retired radio equipment will be relocated for future use to the ECC.

#### Computer Systems – Servers/Workstations/Mobile Devices

First Transit (formally Laidlaw) will continue to purchase and support HP brand Servers, Workstations, Mobile and print devices. HP brand products offer reliability, dependability, ease of use and configuration, excellent service agreements and award-winning customer service. Having a homogeneous hardware environment has allowed First Transit (formally Laidlaw) to develop a knowledgeable IT department with a focused group of standardized equipment and skill sets. We will utilize current First Transit (formally Laidlaw) HP configured hardware provided by the County, but will recommend replacement of equipment based on the work task, available resources (processor, memory, storage, network configuration) and age. All HP Server equipment recommended and purchased by First Transit (formally Laidlaw) for the current Control Center is still functional and being used where the resource can best be utilized. Whenever possible retired equipment will be reassigned to serve different operations function or be made available to the Emergency Control Center (ECC).

**Attachment 9** contains the technology replacement equipment exhibit, which identifies the equipment for replacement and equipment that will need to be upgraded to allow for growth and continued reliability. Our proposed solution will allow ACCESS transportation to continue to grow while providing a reliable, low cost, scalable IT infrastructure. With this we would like to review our hardware performance at the three-year term of the contract and identify equipment that will need to be replaced.

#### Server Hardware and Software

Domain Controllers: Three Active Directory Servers.

Database Servers: The database servers are critical to the performance of the ACCESS operation. All dedicated database servers will be standardized with Microsoft SQL Server 2005. The live production server also utilizes address windows memory extensions to increase the power of the live environment. The five dedicated servers at the Control Center are:

- Live Production Server
- On site Redundant backup and Testing environment
- Greyhawk MDC Database Server
- Phone Recording
- Web Services / Coordinated Transportation Server.

File Servers: We will continue to build on our current topology for our file sharing and printing needs. We will continue to use our three server concept that allows our servers to replicate data downstream from our production server to our back-up and then finally to our emergency. All data is replicated to these three locations ensuring that data is never lost.

Citrix Servers: Our Citrix Server solution proposed in 2001 has been one of the highlights of our successful Control Center configuration. In 2001 this was the best solution due to the difficulties in “pushing” out fat applications. With the ACCESS Control Center / Branch Operations spoke and hub topology, we needed to be able to offer high application availability for an “always on” user experience

with application load balancing and failover management. Users needed application performance whether they were sitting in the Control Center or connected by a T1. First Transit (formally Laidlaw) searched for a solution, worked with consultants and was able to provide a centralized, low-cost solution for managing and deploying fat, resource intensive applications such as Trapeze Workstation, Trapeze Certification, Action and Info-Manager to name a few. We currently have six Citrix servers configured with load balancing and a centralized resource web portal, making applications available to more than 85% of our users. We will continue to expand, deploy and support this model of application sharing and deployment and are excited to introduce these applications to our growing mobile users. Citrix Presentation Server supports many of today's IT and business initiatives:

- Remote Office Connectivity
- Workforce Mobility
- Business Continuity
- Server Consolidation
- Regulatory Compliance
- Business Process Outsourcing
- Web Servers.

We will continue to provide access to our Citrix web portal and local web resources utilizing Windows 2008 Server Web Edition. We will also be introducing two new servers configured with load balancing for the new Trapeze Web interface.

Proxy Servers: These servers will continue to be used for management of resources outside our local network. Rules are created to control Internet web access. All activity and locations are stored in a database and reports and alerts are defined when a rule has been compromised. This has been, and will continue to be, a proven approach we will use to ensure the integrity and reliability of the Control Center.

Support Servers:

- **Symantec Altiris Client Management Suite** has been an easy-to-use system management solution that has reduced the time it takes to manage and deploy resources at the Control Center. This suite enables administrators to deploy, manage, and troubleshoot systems from virtually anywhere.
  - Secure management with role-and-scope-based security
  - Zero-touch OS deployment and migration
  - Integrated hardware and software inventory with web-based reporting
  - Policy-based software management
  - Automated patch management
  - Software license compliance and harvesting
  - Native integration with Microsoft Active Directory
  - Centralized management of mixed hardware and OS environments
  - Intuitive management interface with real-time dashboards and distribution wizards
  - Management of remote computers using Microsoft WMI and Intel AMT

- The only full-featured, integrated packaging tool as a component of its suite.
- **Windows Server Update Services (WSUS)** enables the deployment of the latest Microsoft product updates. By using the Automatic Updates feature within WSUS, administrators can fully manage the distribution of updates that are automatically released through Microsoft Update to both server and client computers in the network. This critical service helps us keep our machines protected and updated based on industry standards.
- **Track-It!** is a powerful web-based help desk management tool. The application allows the First Transit (formally Laidlaw) IT staff to log and track help desk requests, inventory and manage assets, and warehouse various training, solution and operational documentation.
- **Idera SQL Diagnostic Manager** delivers a diverse set of enterprise tools for managing Microsoft SQL servers. Idera helps database administrators maintain optimum SQL server performance, ensure availability, speed recovery, ease compliance requirements, and dramatically reduce administrative overhead.
- **WhatsUp & WS\_FTP Professional** from **IPSwitch** offer a network management suite that includes Network Monitoring and Secure File Transfer software. These software products allow us to turn network data into actionable business information like trending analysis and IT resource planning guidance, as well as manage file transfers quickly and securely. This monitoring tool will alert IT staff of any issues related to hardware performance.
- **Symantec AntiVirus Corporate Edition** provides proactive threat protection for client systems, content filtering, and malware protection for enterprise workstations and network servers. Antivirus automatically detects and repairs the effects of software, hardware, viruses and other malicious intrusion in real time to help keep client systems safe. Software updates and definitions are downloaded centrally to be deployed to both server and client computers, keeping all network machines updated and protected from infection.
- **HP Systems Insight Manager** provides a built-in suite of tools to monitor various issues at a hardware level and to support 24/7 server operations.

## Emergency Control Center

First Transit (formally Laidlaw) will continue to support and maintain the ECC. This facility was designed and configured with minimal costs to ACCESS operations. Retired hardware and software has been recycled and we have been able to extend the life of these devices that will assist if the need ever arises for us to relocate due to unforeseen circumstances.

### Tele-communications

The **Nortel Norstar** is a small business PBX switch that processes calls up to 64 digital and eight analog stations. The switch receives calls from a pair of T1s that dynamically adjust to the number of incoming and outgoing calls.

The switch works with **Nortel's CallPilot 150** to provide voicemail, custom call routing and automatic call distribution. The CallPilot 150 portion is remotely managed on the intranet. The switch is capable of networking with similar switches remotely located, that can be connected via dedicated (point to point) T1s. This switch is able to perform Control Center call processing.

**Radio:** The recycled radio system is mobile c-370 Nextel radios. These radios feature a 110 volt AC to 12 volt DC power converter that is remotely mounted under the desk along with the transceiver base/trunk unit and the custom designed recording interface box. On the desktop sits the cradle with

the handset and its embedded keypad, and the radio head unit with the volume controls, and headphone and foot pedal jacks. An external antenna is remotely mounted in the ceiling space above the dispatch station close to the windows. The transceiver, power converter and recorder interface units are mounted on a plastic backplane along with a surge protector. The removal of four screws makes the setup portable.

#### Servers and Workstations

No additional servers or workstations will be purchased for use at the emergency Control Center. First Transit (formally Laidlaw) has been able to create a low cost ECC by taking advantage of existing servers and workstations that were retired from service at the main Control Center. All servers and workstations follow the same maintenance schedule as the main Control Center for virus protection and windows updates and are tested regularly for performance. The servers and workstations at the emergency Control Center remain online with the most current versions of all software and can be brought online with a minimal amount of downtime in case of an emergency.

#### Emergency Back-Up System

Although we will not need to update the computer systems at the ECC, we do believe an investment will need to be made in the basic infrastructure. A generator is needed to ensure the facility will be ready if needed. First Transit (formally Laidlaw) IT staff will work with ACCESS transportation to determine the best design for an automatic failover generator at the site.

### **3.6-D Services**

#### **1. ACCESS Transportation Services**

Trapeze creates a database for all ADA passengers currently certified by King County. Our system parameter setting will enable the customer verification screen, which will prompt all reservations agents to verify and confirm client eligibility for travel.

During the booking process, reservationists are trained to confirm certain pieces of information with the caller. This includes client name, address, funding source, and pertinent ride information. The Trapeze software is currently configured to notify the reservationists whether the client is eligible during the date(s) of service requested.

Client verification will verify if a user is registered, verify effective dates and suspension dates and transfers as much data as possible from the client file to the call file each time a subscriber uses the system. The verification field will not allow a reservations agent to place any request for service during a suspension period or if the client's eligibility has expired.

Callers on suspension or having expired eligibility will be transferred to our Passenger Service Representatives who will advise the caller regarding the reinstatement and recertification process.

In collaboration with the County, First Transit (formally Laidlaw) has worked closely with the Trapeze development team for the last two years on an important County objective; the development of a Conditional Eligibility testing process within the workstation. Once basic eligibility is determined, the level of eligibility is reviewed to determine whether the client is fully or conditionally eligible for ACCESS transportation service. First Transit (formally Laidlaw) has been committed to and aided in the process of determining a client's conditional eligibility from concept, development, and creation of policies and procedure to manage the program. During the development process, First Transit (formally Laidlaw) proactively created an interim condition testing process using a custom automated process that checks certain eligibility conditions and notifies reservationists to the appropriate level of service. Once the Conditional Eligibility Program is completed by Trapeze, it will be put into place to test all conditions during the trip booking process.

The Trapeze Workstation is also currently configured to notify reservationists in cases where clients are requesting service that falls outside of the ADA service boundaries, either by time of day or day of the week. In these cases, clients are referred to the closest point within the service area where they can receive ACCESS service, or are given alternate transportation options.

Non-eligible callers are referred to either Metro Eligibility or to other community resources, such as those listed in Section 3.6.D.7

#### **2. Confidentiality of Rider Information**

All information provided by the customer for any purpose to a First Transit (formally Laidlaw) employee and/or representative will be regarded as confidential information. All information contained in an employee, client or customer file, contained in software files, or any other source will be maintained in a confidential manner at all times. The unauthorized access to, modification, deletion, or disclosure of information may compromise the integrity of the system and/or violate individual rights to privacy. Distribution and/or reproduction of any record or information outside the intended and approved use is strictly prohibited by First Transit (formally Laidlaw) Transit Services.

A Statement of Confidentiality (found in **Attachment 13**) is given to and signed by each employee emphasizing the priority and importance of confidentiality of each customer's information. Control Center staff follows established scripting that ensures correct identification of the customer/passenger

involved in any call. Failure to follow this policy can result in action against the employee or representative, including termination. Currently, we refer requests for confidential customer/passenger information to the Freedom of Information Office.

### **3. No Trip Denials**

It is the goal of every transit agency nationwide to achieve the level of zero trip request denials. First Transit (formally Laidlaw) shares this goal and objective and has utilized every available resource to minimize trip request denials while working towards the level of zero denials. First Transit (formally Laidlaw) currently meets the objective for zero trip denials at our King County operation, and has done so consistently since 2002.

In August 2002, a joint decision was made by the County and First Transit (formally Laidlaw) Transit Services to provide service to every trip request that met eligibility requirements. We successfully met the challenges of increasing trip demands by working closely with the Service Providers to adjust driver schedules. This allowed the reservationists to provide real-time scheduling at the time the request was made. Trips that cannot be scheduled by our reservationists will be handled by our scheduling department. No trip that meets the ADA eligibility requirements will be denied.

The scheduling department works with the individual Service Providers to provide additional service or flexibility in existing service to meet the needs of the daily demand.

Overflow providers will be utilized on an exception basis until the Control Center can work with the Service Provider to adjust the existing service to meet the demand for a particular area or time of day.

### **4. Providing Service for Subscription / Standing Rides**

First Transit (formally Laidlaw) will be introducing a Subscription Specialist to the Administrative Group of the scheduling department to manage, coordinate and optimize all ACCESS subscription service. The Subscription Specialist is one of our schedulers who will have the specialized duties of managing the core backbone of our operation and utilizing all resources and opportunities within our service to develop fluid footprints for day-to-day route production. Coordination and communications with Operations Schedulers is vital in the development of this position and ACCESS Transportation.

To help assist in this task, First Transit (formally Laidlaw) has developed an application for managing and processing subscriptions that was built on "workflow". The Quality Assurance program allows Control Center users to enter requests, changes and cancellations for subscriptions utilizing the data within the Trapeze system of registered clients, existing subscriptions and demand information. The requests are then processed by the Administrative Scheduling Group, all requests and changes are then scheduled or rescheduled where appropriate. If a request cannot be accommodated, the client is called and an attempt to negotiate a new time is initiated. Once the request is processed, the client is notified either by mail, e-mail or by the IVR. All transactions are then saved in the Info-Manager application, Tracker Action and Certification Log where appropriate and all letters are then attached to Trapeze Certification. Info-Manager also provides new proactive functionality to identify trends in demand allowing us to aggressively identify clients whose ride trends make them an eligible candidate for a subscription trip. Based on our findings, calls will be initiated, selling the benefits subscription service. First Transit (formally Laidlaw) also is in negotiations with Trapeze software to extend this functionality out to the web by allowing registered users to create and manage subscription requests within their workspace.

Service suspensions are coordinated with ACCESS transportation and customer service and managed through Trapeze Certification, Trapeze Workstation and Info-Manager. Service suspension reports will



be monitored daily for suspensions that are set to expire. The Subscription Specialist will then initiate an IVR call or communicate directly with the client to remind them of their next scheduled trip.

Scheduled monthly batching of subscriptions will be introduced to utilize changes in service. Managed group trips and other special requests will be locked or frozen to keep trips from being moved or inserted within these routes. Optimization, route flow and a dense footprint will be goals for this process. Trapeze Weights and properties such as minimize pull-out and flex scheduling will be evaluated and managed to ensure only resources required for our service demands will be utilized. Info-Manager reports along with Trapeze Reports will be monitored looking for opportunities to create efficiencies in service. This position will also assist in the route bid process by offering input on times, geographic resources and capacities to assist in the optimization of our subscription service.

## 5. Advance Reservation Demand Response Trips

The reservations department handles the initial call for advance reservations. The demand-response service is handled by reservation agents utilizing the Trapeze database for service request entry then they negotiate with the customer to find solutions for available pick-up times. The negotiation of pick-up times conforms to ADA guidelines.

Requests to change the time or destination a day or more in advance of the travel date are handled by either reservations or passenger service. The original trip is canceled, providing a record of that request and a new trip booking is created with the new address or time. The reservation agent will then complete the process of negotiating the new pickup time.

Requests to change the time or destination less than a day in advance of the travel date are handled by passenger service on a case-by-case basis. Every effort is made to accommodate the request of the customer to the best of our agents' abilities to ensure customer satisfaction without compromising service provided.

Advanced cancellations are trips that have been canceled more than a day in advance. Each department, (reservations, passenger service, scheduling, and dispatch) may take an advance cancellation call and record the request in the Trapeze system. Cancellations received after 5:00 p.m. the day before or received the same day the trip is scheduled will be recorded as a Late Cancellation. Cancellations received during the time of the customer's pick-up window will be recorded as a No Show. If, at the time a trip is late canceled or no showed, there is a reason given for not taking the trip, any call taking staff (reservations, dispatch, and passenger service) can excuse no shows/late cancels for certain reasons, then indicate the reason within the Trapeze log tracking system and supplemental data tab of the customer's booking. The following codes are to be used when indicating an excused trip.

<b>SIC</b>	The customer is <b>SICK</b> .
<b>FAM</b>	<b>FAMILY</b> emergency: Death or illness of family member, or other family emergency.
<b>MOB</b>	<b>MOBILITY AID</b> failed.
<b>LAT</b>	<b>LATE</b> connecting transportation: Late transfer trip, airplane, train, etc. caused the customer to miss the trip.
<b>APT</b>	<b>APPOINTMENT CANCELLED/DELAYED</b> for reasons that are not the customer's fault. Use also for site closures.
<b>WTH</b>	Adverse <b>WEATHER</b> : Snow, extreme heat or extreme cold

<b>AOG</b>	<b>ACTS OF GOD:</b> Flood, earthquake, etc.
<b>STA</b>	<b>STAFF/IVR ERROR:</b> The call taker did not make all the cancellations the client requested; or customer just found out that ride was scheduled for the wrong day, time or location; or the customer thought he/she canceled the ride using Rideline. My trip time was changed, so I was not ready, and no one told me.
<b>OTH</b>	<b>OTHER:</b> Refer customer to passenger service.
<b>CEC</b>	<b>CONDITIONAL ELIGIBILITY CANCEL</b>

## 6. Passengers Requiring a Third Party

First Transit (formally Laidlaw) has a great deal of experience handling third-party requests as clients routinely use third parties to reserve transportation on their behalf. To ensure an appropriate representative is scheduling for a client, reservationists have been provided with scripted verbiage which includes verification of a client's date of birth and address information before proceeding with a reservation request. Once verification is established, a booking can proceed as normal. Reservationists will begin noting the requested caller information on the supplementary data tab within each booking in order to document the actual requestor of the booking.

We are also exploring future software features which will allow for specialized notification messages on trips requiring third-party management. This includes situations where only certain specified guardians are permitted to edit or cancel trips on behalf of clients.

The scheduling department also manages "group trips" which are often requested through an agency or center. Scheduling maintains contact with agency transportation staff who often schedule trips on behalf of a registered client(s). Requests performed in this manner are received via fax directly from the agency. This assists clients and guardians who wish to minimize contact with the Control Center due to scheduling complexities, convenience, or a client's inability to manage their own trips.

## 7. Conditional Eligibility

First Transit (formally Laidlaw) has worked closely with Metro Accessible Services and the Trapeze development team for the last two years to develop the Conditional Eligibility testing process within the Trapeze Workstation. Currently, reservationists rely upon a custom automated process which notifies them whether certain eligibility conditions apply for a requested trip. With the application of the Trapeze Conditional Eligibility Testing Program, all eligibility conditions will be tested during the trip booking process. When ACCESS service is not deemed as an appropriate mode of transportation for a client, reservationists will be able to reference the King County Metro Transit Trip Planning website to assist clients with obtaining fixed-route trip information. This "IPA/ATIS" feature is currently in development with Trapeze to be added to the workstation, where multiple fixed-route itineraries for comparable service can be automatically accessed for a requested trip.

Reservationists and passenger service representatives will also be able to reference a collection of additional transportation resources available within the county, including Metro Rideshare and Vanpool programs, Metro's fixed-route Travel Training program, Volunteer Transportation Services, Hyde Shuttle service in the Seattle area, Metro Accessible Services Taxi-Scrip program with subsidized taxi fare, wheelchair-accessible taxi service, and other coordinated transportation community partner services, including Senior Services and Mount Si. Much of the pre-screening for some of these programs can be done by the reservationist, targeting likely options from the list of services.

In addition to this, First Transit (formally Laidlaw) and Metro Accessible Services were successful in implementing a new voluntary “Bus Plus” program which allows clients to benefit from a combination of ACCESS service and fixed-route transit for a less costly transportation solution.

## **8. Providing Real Time Information**

The MDC viewer enables dispatchers to view the exact location of the van and the path of travel it expects to take to its destination. The Trapeze dispatching software provides an accurate travel time from one event to the next. The AVL tracking system will insert an event that represents real-time location of the van, which is then displayed on the MDC viewer.

Also available in Info-Manager is the “where’s my ride” feature. This tool allows dispatchers to view the trip information at the time of the request, the vehicles itinerary along with where that trip is placed on the route. Unique features of this tool is that it provides a script for dispatchers that give accurate up-to-date information along with tracking all calls that inquire about a specific trip.

In January 2006, First Transit (formally Laidlaw) Transit Services instituted an automated “advance call” feature to customers who requested to be called when the van was close to arrival. This has proven to be a very successful and beneficial solution by providing real-time arrival times and reducing the number of incoming calls to the Control Center inquiring about the van’s arrival.

It is our vision to allow drivers to perform this advanced call feature as they are reaching the destination. Also available through Info-Manager is the ability for the dispatcher to automate a call to an individual rider notifying them the delay of the van. This is a proactive and effective way to maintain customer satisfaction.

Finally, we anticipate within the next year to offer Web booking. This will allow King County’s customer base to check on their ride, request a trip online and offer solutions to their trip request.

## **9. Optimizing Subscription / Standing Rides**

Proper handling and maintenance of subscription trips is essential for smooth operations. First Transit (formally Laidlaw) understand that analysis of the Trapeze template system is the key to the success of a number of operational elements including optimization of trip efficiency, maintenance of on time performance and meeting or exceeding provider productivity goals. In order to facilitate this, our Subscription Specialist, (outlined in Section 3.6-D.4) will have the main responsibility for this very important aspect of the service, providing individualized analysis of the subscription schedules. The Subscription Specialist will coordinate the scheduling team’s efforts to adjust the subscription templates and meet all operational goals.

On a daily basis, a report will be generated to identify clients who may be better served by subscription trips. Scheduling will reach out to clients and educate them on the personal benefits of subscription trips. By providing this service, First Transit (formally Laidlaw) helps to standardize ride patterns, reduce daily resources devoted to creating new demand trips and improve client satisfaction. As new subscription trips are entered into templates, the scheduler will use best practices to ensure both route efficiency and quality service to the client.

On a bi-weekly basis, the scheduler will review templates for all providers and make changes as appropriate. The scheduler will utilize the Optimization Report to evaluate needed changes at specific locations and in related geographic areas. Trips traveling in the same area are consolidated and routing changes are made when appropriate. Info-Manager and Trapeze reports will be monitored to discover opportunities for further service improvements.

In addition to the individualized attention given to scheduled subscription service, scheduled monthly subscription batching will be introduced to take advantage of regular changes in service. Managed group trips and other special requests will be “frozen” to keep trips from being moved or inserted within these routes. Optimization, route flow and heightened route productivity will be goals for this process. The Trapeze batch process weighs and prioritizes defined template properties to minimize resources needed to meet service demands and will assist in maximizing template efficiency.

#### **10. Utilizing Experienced Staff for Passenger Services**

Thanks to our admirable record of attracting and retaining quality employees at every level, First Transit (formally Laidlaw) can definitely state that we are the only provider who can guarantee the County that we are able to provide trained, trusted, experienced personnel to manage each function of the Control Center. We enjoy a low turnover rate at our Control Center of just 12%, and 39% of our employees have been with us five years or more. Clearly, we are able to speak with confidence about our staff's experience. Furthermore, passenger service staff is selected based on their previous experience and knowledge in customer service. Successful candidates should have at least one year working with customers and extensive telephone experience. External candidates will be provided a minimum of two weeks training in the various programs used in customer service such as Trapeze, Action and Info-Manager. Internal candidates are required to have sufficient experience in reservations or dispatch to be considered. Continual, on-going training is provided in the form of meetings and clinics, and one-on-one counseling.

First Transit (formally Laidlaw) has demonstrated how we will handle the technical aspects of operating the County's transportation service. While it is important to have the necessary technical support and strategies to operate the service well, it is equally important that passenger service is implemented with a “Customer is First!” attitude.

We understand that we transport people not goods. Therefore, the manner with which we interact with people, respond to their concerns, anticipate their needs, and deliver the service is paramount.

First Transit (formally Laidlaw)'s objective is to operate a safe, efficient, dependable, customer-service oriented bus service. The message that we impart to all employees at each project is that customer service is EVERYONE'S job.

First Transit (formally Laidlaw) is committed to delivering first-class service to the County and its passengers. Consistently providing excellent customer service on a daily basis is a high priority at all levels of our organization.

Marketing and providing public transit service is fundamentally different from marketing and producing a product. There is no opportunity to offer a sample or demonstration. Delivery and consumption constitute a simultaneous experience and there is little opportunity for quality control. A poor service experience, for whatever reason, cannot be withdrawn or replaced before reaching the customer. The “moment of truth” is when the customer service representative interacts with a customer, and the number of such moments on a given day is very high. Managing the “moments of truth” constitutes a large proportion of the staff's job and maximizing the effectiveness of this task relies on training, supervision and general employee motivation and enthusiasm.

Training and experience is the primary medium that provides the staff with the basic knowledge and skills with which to perform the job. Supervision provides the ongoing recognition and coaching required to enhance knowledge and skills, to ensure their application on the job and provide a strong sense of belonging in the team.

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First Transit (formally Laidlaw) will make certain that our passenger service personnel meets all requirements set forth in the RFP, in Part C, Page 44, Letter D. We will be able to accomplish this through our extensive training programs and continuing education, which ensures that our employees are familiar with the most recent industry knowledge and requirements. Also, please refer to the section titled "Service Management".

### **3.6-E Scheduling**

#### **1. Scheduler's Staffing Plan**

In order to manage the ACCESS service more efficiently, First Transit (formally Laidlaw) has identified two specialized functions within the scheduling department: administration and operations. This differentiation allows schedulers to focus on a particular area of interest and develop specialized skill sets which help First Transit (formally Laidlaw) better meet the needs of the local paratransit community.

The Administration Group will be primarily composed of schedulers that will coordinate "special need" requests. Within the Administration Group, the Subscription Specialist will manage subscription additions, changes, cancellations and suspensions. The Group Trip Coordinator is a scheduler with specialized responsibilities. These responsibilities are to manage group trip requests from agencies and facilities that manage trips on the behalf of our registered clients. Our Coordinated Transportation Scheduler will manage all local and regional requests that require vehicles to meet and transfer clients. This group will also be tasked with creating regional client records and managing all communications with clients and agencies on behalf of the Control Center, as well as documenting communications accordingly in Trapeze and Info-Manager.

The Operations Group will be responsible for creating productive, efficient routes by integrating demand trips with the existing templates. Scheduled goals are defined and evaluated per work assignment and schedulers are challenged with meeting those goals. "Route Scoring" evaluates each route's performance at achieving acceptable PPSH, reducing violations and other factors that deem a route productive. Routes are adjusted, closed or optimized if excessive deadhead or slack are present. Each route will then be evaluated against the map to determine the density of the "footprint". Trips identified as traveling significantly outside of the routing "footprint" may require evaluation and/or re-scheduling.

Work assignments will be posted, managed and documented through the duration of the task. Reports will be reviewed prior to active scheduling to determine resource availability. Stat-Trax will be monitored and service determinations will be made by analyzing provider specific goals and adjusting service needs in order to fulfill demand requests. The Message Board will be used to post all scheduling concerns that the dispatch department should be aware of on the day of service such as excessive group trips, service changes due to special events or any special requests.

One of many goals for scheduling is to place as many trips on ACCESS transportation service as possible without sacrificing service quality and efficiency. Overflow providers will be utilized when it is more cost efficient or when there is a lack of immediate system resources to meet service demand. Assignments to overflow providers are limited and managed using thresholds to control assignments. When determining overflow assignment, both "low-cost" scheduling and customer satisfaction will be assessed.

Within live day schedules Dispatch Schedulers focus on provider specific assignments and are responsible for utilizing system resources as no shows and same day cancellations occur. Routes are continuously scanned and Info-Manager is monitored to identify slack, dead head and same-day cancellations. Using these tools, routes are constantly being reviewed in order to utilize all possible resources. Automated Trapeze batches will be completed throughout the day to ensure that all possible trips, including unscheduled, will be placed on an ACCESS transportation provided vehicle rather than overflow.

Scheduling will work closely with the Information Technology department in order to quickly identify service trends and modify Trapeze scheduling system parameters and weights. "Manifest Snapshots"



will allow schedulers to start tracking route concerns in an electronic format, allowing our IT professionals to quickly research issues and analyze service concerns.

***First Transit (formally Laidlaw)'s approach to increasing efficiency in our scheduling is to leverage the Trapeze scheduling system and our Scheduling Group to work towards creating automated, low cost, consistent and productive routes without the need for additional resources.***

## **2. Review and Improve System Performance**

During First Transit (formally Laidlaw)'s tenure as King County's Control Center operator we have collaborated with the County to measure the systems performance for the improvement of scheduled productivity. The items below represent some of the major accomplishments over the past seven years.

- First Transit (formally Laidlaw) launched the cancel confirmation automated system (IVR) in April of 2001. This provided customers with the ability to cancel rides in a timely manner and thus saved the driver and vehicle from making unnecessary trips.
- We worked collaboratively with the County to introduce MDCs into the system in 2002. With the electronic transfer of information to the driver, the dispatcher is able to swiftly manipulate the schedule in order to be more efficient in the assignment of trips.
- First Transit (formally Laidlaw), in collaboration with the County, created a program to enforce no show (NS) policy in the Summer of 2002. In 2001 the NS rate was over 3%, but after the enforcement of the policy began the NS rate has consistently remained around 2%. This improved the productivity of the system by saving the driver and vehicle from making wasted trips.
- First Transit (formally Laidlaw) implemented Trapeze automated transfer system (para-to-para) to better manage transfer trips in January 2003. This allowed for a more efficient use of resources for transfer trips thus improving productivity.
- First Transit (formally Laidlaw) managed a change in policy to a three-day reservations window in January 2005. There was an immediate effect on the annual cancellation rate. In 2004 the cancellation rate was 16.4% and dropped to 15.24% in 2005. This improved productivity by a more effective use of resources.
- First Transit (formally Laidlaw) successfully took over the Pathway Review and Travel Training programs in 2005. This program trains passengers to access the fixed-route system thus reserving paratransit services for passengers who are more dependant on this specialized service. The diversion of some passengers to fixed-route service makes paratransit services more focused and productive.
- We have reduced reservation staffing in spite of increasing call volumes. Calls received in 2003 = 386,335 and calls received in 2006 = 458,796, which was an 18% increase.
- We streamlined coordination of transfers with regional partners with implementation of customer program Info-Manager for Regional Partners (IMRP). The demand for transfers continues to increase and the efforts to make this an efficient process is a constant goal. The development of IMRP by our IT staff has improved productivity for the system overall, from 1.57 to 1.74 in the last four years.
- First Transit (formally Laidlaw) developed a full training program for Trapeze and First Transit (formally Laidlaw) Information Technology Group (LTSITG) programs. This helped to lower

employee turnover rates and training costs. More experienced employees result in a more productive service.

- First Transit (formally Laidlaw)'s IT group created numerous LTSITG programs for more efficient tracking/researching/ etc. including Info-Manager, IMRP, the QA program, iManager (first time riders program), file transfer (to allow all/Metro to view all kinds of documents/photos, etc.), etc.
- First Transit (formally Laidlaw) added desktop faxing (Call Pilot) to reduce paper usage, increase accuracy and increase employee productivity which allows them to focus on service productivity.
- We implemented a Citrix Web Farm to increase program availability, share system resources, and to load balance program demand across servers. This solution has allowed remote providers easier, more consistent access to program resources.
- We created Info-Manager for Regional Partners which allows for a streamlined approach for coordination with our regional partners. We have eliminated the need for faxing and phone calls to gather information about our regional riders and coordinated transportation.

The monitoring and review methods that First Transit (formally Laidlaw) created allow us to make recommendations regarding system productivity. Our capacity to review information and our willingness to work with the County to institute new policies and procedures based on the information that we gather have resulted in an increase in system productivity from 1.57 to 1.74 trips per vehicle service hour in the past four years. While we are proud of our accomplishments thus far, we have also provided details of our plans to improve the system further in Section 3.6-C.1 of this proposal. First Transit (formally Laidlaw)'s talented Control Center staff stands ready to continue the work that they have started and looks forward to working with the County during the next contract term.

### **3. Coordinating with Other Transportation Providers**

A great deal of effort has been directed to improving coordination of publicly funded transportation services for persons with disabilities, the elderly and special needs populations. In coordination with Metro Accessible Services' Coordinated ACCESS Transportation Program, First Transit (formally Laidlaw) has had the opportunity to manage one of the nation's top coordination projects, leading the industry in coordination innovation and progress.

First Transit (formally Laidlaw) has more than 10 years experience successfully coordinating transportation within King County and with other regional partners. Coordination efforts include combining or sharing vehicles and equipment, assisting with administrative functions such as reporting, implementing centralized scheduling software to improve community partner program operations, and improving existing inter and intra county transfer processes.

Currently, First Transit (formally Laidlaw) manages the Coordinated Transportation Project, originally created to integrate community-based transportation providers into using a centralized scheduling software program to enable more coordination of transportation resources within King County. Through the use of technically innovative approaches and strategies, we have been able to successfully implement coordinated transportation with two community partners, the Senior Services Transportation Program and the Mount Si Senior Center Transportation program, that offer comparable service alternatives while utilizing shared data. Both sites are running their operations using the Trapeze scheduling software, configured to reflect their own system and program parameters. At both sites, all operations, from trip booking to dispatching and printing manifests, has been migrated to software administered and managed by First Transit (formally Laidlaw)'s Coordinated Transportation Specialist. This includes custom software applications which assist in daily operations and reporting.

See Section 3.6-G.3 for First Transit (formally Laidlaw)'s experience in coordinating transportation with community resources outside of King County.

First Transit (formally Laidlaw) will continue to work in conjunction with Metro Coordinated ACCESS Transportation staff to help identify possible agencies for coordination as well as support these agencies from a business and technical perspective. Working closely with the Administrative Scheduling Group, the Coordinated Transportation Specialist will explore, analyze and evaluate trends in our data, including location, group and agency trip data, to identify possible coordination opportunities. Because of First Transit (formally Laidlaw)'s commitment to quality and established high standards of data accuracy and data collection, analysis of this data will help to determine, with a better degree of accuracy, future CT project sites. With existing software, First Transit (formally Laidlaw) will make this data available to Coordinated ACCESS Transportation project managers to determine where outreach would be beneficial.

The Coordinated Transportation Specialist will be exploring funding opportunities to help offset the cost of these new coordination sites and will become more involved with local coordination associations in an effort to become even better informed on the current needs of the regional transportation-disadvantaged population.

Future coordination prospects include the following:

Exploring coordination with area transportation providers to attempt coordination of services between ACCESS and deviated fixed-route service.

Diversion of, or transfers involving, ACCESS requests to CT project site transportation services, including Hyde Shuttle and Mount Si Transportation in eastern county rural areas.

Coordinating trip transfers with taxi or wheelchair-accessible taxi service.

Configuring scheduling software to allow users from one program to view and schedule to service availability on other program Service Providers.

Further developing Travel Training and Path of Travel options to offer more opportunities for feeder-to-fixed or deviated feeder-to-fixed service.

Negotiating with deviated shuttle service to alternate or adjust service footprint at intersecting high concentration service locations for trip transfers, (i.e. South Bellevue Park & Ride).

Creating a web-based group booking form to allow coordinating agencies to schedule for clients whose trips are agency-managed. This would be extended electronically to transit partners, further leveraging technology to eliminate manual processes.

With coordination projects in place, the Coordinated Transportation Scheduler, part of the Administrative Scheduling Group will be tasked with coordinating future tours between ACCESS transportation operators, regional partners and possible ACCESS partners. This position also will manage all local and regional requests that require one or more vehicles to meet.

By identifying and implementing more of these sites and projects, operating costs can be recouped due to the diversion of trips to lower cost providers and services, and the collection of alternate transportation options to offer clients is expanded. Through coordination of transportation, in any form, resources can be shared, reducing duplication and fragmentation of services. This will improve program oversight, administration, service quality and reduce overall costs.

#### **4. Providing Services**

First Transit (formally Laidlaw) Transit Services efficiently schedules any trip request that is within the County's guidelines and ADA service boundaries per a no denial policy initiated in 2002. Often this means accepting trip requests, regardless of whether an immediate solution is available to meet the demand. First Transit (formally Laidlaw) has developed a multi-staged process to efficiently integrate these difficult trip requests into the system without sacrificing system goals or client satisfaction.

The process starts at the time of trip booking. A detailed negotiation process occurs between the client and the reservations staff to reach an agreed trip time that meets the needs of the client and fits within the existing schedule. Often a client's trip is only difficult because the client has requested to travel during peak business hours but the client has some flexibility. By negotiating trip times with a 60-minute window, an instant solution can often be found. In cases where no immediate trip solutions are available, the client is guaranteed a reservation time per their request.

After the reservations process, scheduling has additional steps to optimize schedules. A multi-step batching process is used to prioritize trips that may be difficult to place. Difficult trips receive higher priority. Optimization reports are used to maximize route productivity around these trips. Stat-Trax and Route Scoring modules within Info-Manager are also used to identify areas where dead head can be reduced around these trips. Scheduling may also contact clients to negotiate a change to reservation times when it will result in a better customer experience. Overflow providers are utilized to assist with these difficult trips when it is more cost effective or when the needs cannot be met by ACCESS Service Providers.

Our skilled dispatch scheduling team further optimizes the routes with difficult trips on the day of service. Info-Manager and Trapeze are both useful tools in identifying areas where last minute cancellations or no shows have changed route productivity. The dispatch scheduling team takes advantage of these new vacancies to better serve the needs of the client and ensure service goals are met.

First Transit (formally Laidlaw) recognizes that regular policy violations of the No Show policy can contribute to the challenges of placing difficult trips. In 2002 First Transit (formally Laidlaw), developed a custom application to track and enforce the existing policy. Since that time First Transit (formally Laidlaw) has worked with the County to track all stages of the enforcement policy. Also, in 2007 First Transit (formally Laidlaw) initiated automated IVR advance day trip reminders for clients who have recent patterns of policy violations. This allows clients time to cancel unneeded trips, which frees resources that can be devoted to more challenging trip requests. First Transit (formally Laidlaw) recognizes the special challenges a no-denial environment presents and will continue to look for new and innovative ways to better meet service goals and enhance the customer experience for all trips delivered by ACCESS operations.

#### **5. Developing Route Bids**

First Transit (formally Laidlaw) has extensive experience in analyzing and adjusting service using the route bid processes. Currently at our King County site, we are creating a minimum of two system Service Providers' route bids per year. These route bids are done in the Fall and Spring in conjunction with the fixed-route service changes. First Transit (formally Laidlaw) uses reporting mechanisms that have been developed by our in-house IT team to ensure the data being analyzed is the most accurate, and then in turn make certain that we are creating the best possible route bids for the system.

The IT department produces customized reports that are key in the analysis process. The first report developed and customized by First Transit (formally Laidlaw) breaks down data specific to each day of

the week. Each day's report section details the average route depot activity by hour. This allows us to define a baseline of past route coverage by hour. Additionally, taxi trips, intra-county transfer trips, trips with polygon violations, cancellations, and on-time performance are all analyzed. The data is broken into regions that allow us to alter service patterns for each provider garage. The report can be generated for any time period. First Transit (formally Laidlaw) uses the past year's route patterns over the same route bid time period as a template and then adjusts for expected increases or decreases in demand based on recent ridership trends. In addition, this report is able to provide a graphical picture of total boarding's, dispatched and cancelled trips, percentage of dispatched and cancelled trips and finally, taxi trips by city.

The second customized report breaks down data by provider, and helps the analysis process by providing an additional view of performance data and ensures the data is correctly correlated. This report is mostly a reference tool. Both these reports were created by First Transit (formally Laidlaw) and have been modified, as additional refinement becomes necessary or service changes require a restructuring of the report. We also use the Trapeze PLAN as the last part of the analysis phase in areas where more focused analysis is needed.

Data is gathered into a proprietary spreadsheet that defines route times, hours, polygon assignments and a service matrix. The initial proposal is presented to the individual providers, schedulers and the County in this spreadsheet format. All workgroups offer input and the proposal is adjusted to meet both the operational and ridership needs. This thorough process of data analysis and negotiation helps ensure all Service Providers can provide the best service to their specific geographic areas and meet or exceed contractual obligations for productivity and on-time performance. First Transit (formally Laidlaw) is constantly striving to utilize the best data available to meet the County's growing demand for safe, dependable, and cost effective scheduled service.

### **3.6-F Staff**

#### **1. Dispatch Staffing Plan**

First Transit (formally Laidlaw) realizes that the dispatch center is the nerve center for the County's Accessible Services and as such has built a state-of-the-art dispatch center.

First Transit (formally Laidlaw) will continue to staff the dispatch center with highly qualified, experienced individuals. Our recruiting efforts will be focused on identifying the best possible candidates for these positions. First Transit (formally Laidlaw) will provide extensive classroom training and mentoring to each new hire. Once the dispatcher trainee has attained a skill level that meets with our approval the employee is given a work assignment that is closely supervised by our Lead Dispatcher and other more experienced dispatchers within their group.

First Transit (formally Laidlaw) has organized its dispatchers into Service Provider pods. There is one pod per Service Provider and up to four workstations within each pod. The pod structure is staffed with the appropriate number of dispatchers for each provider and shift. There are dispatchers within the Service Provider pod that handle any immediate issues that may occur during the course of the day. These individuals are in direct communication with the operators using the MDC's and Nextel radio systems. In addition there are dispatch schedulers who are cross trained in scheduling and have the responsibilities of looking ahead two hours to identify potential problems areas. These dispatchers work to correct identified problems ahead of time as well as keeping the routes as productive as possible.

The Trapeze system is now set to continually batch the schedules as cancels and adjustments are made to the route structures. The dispatch schedulers also work closely with the scheduling department to identify adjustments needed to the templates, addresses etc. and work with the schedulers to get them adjusted.

Lead Dispatchers are on duty for each shift the Control Center is in operation. Lead Dispatchers currently post all productivity and on-time stats, on an hourly basis, for all the pod's so they are able to track their provider stats as the day progresses. Lead Dispatchers are continually tracking traffic patterns throughout the day as well as making sure that everyone is informed of any traffic problems such as road closures, road contraction and accidents.

First Transit (formally Laidlaw) has developed various operational tools to assist the dispatch and dispatch schedulers. These tools include First Transit (formally Laidlaw)'s in-house Info-Manager software which allows dispatchers to track vehicle movement, on time, productivity, driver performance as well as tracking mechanisms to record any issues/concerns. These tracking mechanisms are reviewed on a daily basis by the Scheduling and Dispatch Manager to identify and make the needed adjustments.

If awarded the contract and if approved by King County, First Transit (formally Laidlaw) would recommend the installation of new contract electronic display boards so that all dispatch can view traffic cameras, route timeliness etc. This will allow our dispatchers to have the best information possible in order to ensure smooth delivery of service. First Transit (formally Laidlaw) will continue to look for ways to enhance service delivery to make certain we are delivering the best and most productive service possible.

For complete job descriptions and requirements of our dispatching staff, please refer to the section titled "Staff" and the subsection titled "Job Descriptions and Requirements".



## 2. Ensuring Vehicles are On the Road

First Transit (formally Laidlaw) will continue to analyze rider trends, cancellations rates and subscription requests as well as staying in contact with agencies to ensure that we have the best information possible to plan service day to day, hour by hour. First Transit (formally Laidlaw) is very experienced with the fluctuation of ridership in King County and will continue to adjust service as needed to ensure the most efficient service is delivered.

On a daily basis, First Transit (formally Laidlaw) will evaluate our system performance by each Service Provider, on a run-by-run basis, and work with the Service Provider's remote schedulers to make needed adjustments for improved productivity. The Service Provider will use Info-Manager software developed by First Transit (formally Laidlaw) local staff to ensure that the most productive service is provided.

First Transit (formally Laidlaw) will work with the Service Provider's remote schedulers on a nightly basis to make these adjustments that are best for the system. First Transit (formally Laidlaw) does recognize the sensitivity of adjusting service day to day with the Service Provider's work force and will strive to make the best adjustments for the system with the least amount of disruption to the Service Providers. First Transit (formally Laidlaw) will continue to work with the Service Providers to make adjustments during the live day as service is delivered, and make adjustments as needed.

We will continue to work with Service Providers regarding vehicle assignments and capacities that will be assigned to each route and what vehicles will be used multiple times throughout the day to ensure that the needed assignments and capacities are available.

***First Transit (formally Laidlaw) knows that the Control Center is ultimately responsible for ensuring the correct service/vehicles are on the road at all times and will work with all Service Providers.***

## 3. Technical Support Staffing

The First Transit (formally Laidlaw) IT support team is proud of their years of industry field experience and represents some of the best technical staff available in the industry. First Transit (formally Laidlaw) is a pioneer of new technology in transportation and is always testing new technologies that will benefit the Control Center. The IT group is supplemented by a training budget that enables them to progress skill sets as technology moves ahead. The members of the First Transit (formally Laidlaw) IT staff are:

### Local and Dedicated Resources

- IT Systems Manager – Yvonne Kaeder
- Network and Telecomm Administrator – Kenn Rich
- Trapeze Software Specialist – Tazmisha Jones
- Mobile Technology Specialist – Jeff Stump
- Coordinated Transportation Specialist – Tacy Highland
- Software Developer/Analyst – TBD

### Corporate Resources

- Director of Transit Technology - Jonathon C. Lampert III
- Senior Director of Information Technology - Bryan Beck
- LTS Information Technology Department –Headquartered in Overland Park, KS.

Please refer to Section 3.2-C, subsections 5 and 7 for detailed information on our local and corporate staff dedicated to serving the County.

#### **4. Handling Employee Turnover**

Employee turnover affects the passengers' perception of service quality. The compensation program used by First Transit (formally Laidlaw) is an important element of our ability to provide excellent service with a stable workforce.

To ensure our employees do not leave First Transit (formally Laidlaw), we strive to create a work environment that employees are proud to be a part of every day. Furthermore, First Transit (formally Laidlaw) works hard to provide the most competitive wages in our industry. In doing so, we feel we are creating a stable workforce that inevitably benefits our passengers and the customers we serve. The success of our efforts is admirably demonstrated by our very low 12% annual turnover rate for the County's Control Center.

For wage and benefits information, please refer to the section titled "Staff", where we have identified both the compensation and benefits packages.

First Transit (formally Laidlaw) will continue to provide our Employee Performance Financial Incentive Bonus to all employees. This Incentive program rewards good attendance, which in turn helps to ensure the positions are always staffed with the best-qualified individuals.

### **3.6-G Experience**

#### **1. Experience with Trapeze Software**

Trapeze Scheduling Software can be very complex especially as additional modules such as Infoserver, Certification and MDC functions are integrated. First Transit (formally Laidlaw) has several years experience working with these products in an integrated environment and has been operating Trapeze Scheduling Server, Workstation and MDT Server version 481.329.406 in production environments since November 2006 at the King County Control Center. Technical staff has tested versions of the Trapeze 481 product since early 2006, in addition to testing various versions of the Trapeze 481 Certification product including conditional eligibility functionality for more than a year. The focus of the IT group is to make sure all facets of the scheduling software are working well together. The IT group works closely with the vendors to progress forward with the latest technologies in an effort to increase productivity and maximize system efficiency. Currently, the IT group is testing the latest version of Trapeze "Version 7" and expects to have this version deployed in the production environment in the Summer of 2007. This newest version will introduce the Trapeze IPA product that will integrate ATIS trip planning information into the Trapeze environment.

For further detail on First Transit (formally Laidlaw)'s Trapeze experience and expertise, please refer to Section 3.6-C.7.

#### **2. SQL Databases**

First Transit (formally Laidlaw) has extensive experience with Microsoft SQL Server product releases ranging from early versions of SQL Server to the most current release; SQL Server 2005. The IT Staff has used many editions of the product in a production environment including Standard Edition, Enterprise Edition, and SQL Server Compact Edition for mobile computing. Experience covers the full spectrum of database platform tools: Relational Database Engine, Replication Services, Notification Services, Integration Services, Analysis Services, Reporting Services, Management Tools and Development tools. Day-to-day database support covers installation, managing surface security, access and network configuration, performance tuning, core database administration, linked servers, various data replication schemes, and database automation and maintenance. At the County's Control Center, First Transit (formally Laidlaw) has maintained five dedicated SQL Servers and five mixed use SQL servers including installations with multiple instances and more than 20 live production databases for over half a decade. The databases range in size from simple to very large. Very large databases require an in-depth knowledge of the relational database engine that drives the SQL Server as well as strong field experience with advanced database techniques. First Transit (formally Laidlaw) has this experience and has developed a set of regular maintenance scripts and processes to keep very large, mission-critical databases running at peak performance.

The First Transit (formally Laidlaw) IT group believes that Microsoft SQL Server should be used not just as a data repository but also as a data automation tool. First Transit (formally Laidlaw) has successfully leveraged the SQL Server tools to automate many tasks that help reduce employee hours, streamline processes and regularly audit data. The use of SQL Server Integration Services and linked servers are utilized to integrate heterogeneous data sources such as Excel files, regional partner Trapeze databases, Oracle databases (M5) and MySQL databases (Ontira databases) into easy-to-use applications. First Transit (formally Laidlaw)'s IT group also has a strong background in T-SQL. Some of the innovative code solutions they have designed are a no cost log shipping solution for the King County paratransit emergency Control Center and custom archiving scripts for Trapeze databases that have been sought out by other Trapeze facilities as a useful tool. First Transit (formally Laidlaw) staff feels it is important to stay involved in the local SQL Server community as well as a way to further

staff's skill sets. The Northwest PASS group offers free monthly meetings, which offer valuable information and access to high-level Microsoft professionals in the area. PASS meetings are attended on a regular basis.

### **3. Coordinating Transportation with Adjacent Transit Authorities**

First Transit (formally Laidlaw) has been successfully coordinating transportation with King County and other regional partners for more than 10 years. The strong relationships established during this time have resulted in the collaboration of system ancillary data for better integration of information between counties. This initial phase has opened the door to future cooperation in regional coordination processes. During this time, the demand for these requests has more than tripled, bringing a greater urgency to the prospect of restructuring the existing process.

First Transit (formally Laidlaw) has made it a priority to focus on improving the existing process of coordinating transportation between regional transit providers. Historically, transfer coordination and negotiation required multiple faxing and phone calls between transit providers. This manual process lacked proper vision and inefficiency, which led First Transit (formally Laidlaw) to automate and streamline the process for greater data consistency and better use of staff time. With the introduction of the Info-Manager for Regional Partners program, the length of request confirmation and the overall efficiency of the transfer coordination process has been greatly improved. Regional partners are now able to view, negotiate and comment on regional requests within minutes of being entered into the Trapeze scheduling system. In addition to improving the coordination of transfers, this program has also created an opportunity for regional partners to view client data residing in neighboring county databases, which eliminates the need for manual phone and faxing between eligibility offices and improves the accuracy of client data between counties. With the creation of the Info-Manager for Regional Partners program, the tools are in place for First Transit (formally Laidlaw) to integrate more regional partners in this new process.

Message Queuing is also currently available within the program to provide better communication between counties regarding shared trips and clients. Users have the ability to view and post messages for other transit agency staff in an effort to encourage interaction and the exchange of ideas.

Future plans with the Info-Manager for Regional Partners program include the integration of overflow providers and community agencies, with the ability to view and facilitate management of trips for assigned clients, further eliminating manual phone and faxing processes. This information would be securely available for these users online.

In addition to the tools available within the IMRP program, intra-county transfers are further monitored by dedicated, on site dispatchers, appointed solely to ensure the smooth operation of regional transfers at that location. This allows us to better manage vehicles going in and out of each transfer location to assist with transfer timeliness and optimize productivity.

### **4. Coordinating Transportation with Other Community Services**

A great deal of effort has been directed to improving coordination of publicly-funded transportation services for the transportation disadvantaged and special needs populations. In coordination with Metro Accessible Services' Coordinated ACCESS Transportation Program, First Transit (formally Laidlaw) has had the opportunity to manage one of the nation's top coordination projects, leading the industry in coordination innovation and progress.

First Transit (formally Laidlaw) has more than 10 years of experience successfully coordinating transportation within King County and with other regional partners. Coordination efforts include

combining or sharing vehicles and equipment, assisting with administrative functions such as reporting, implementing centralized scheduling software to improve community partner program operations, and improving existing inter- and intra-county transfer processes.

Currently, First Transit (formally Laidlaw) manages the Coordinated Transportation Project, originally created to integrate community-based transportation providers into using a centralized scheduling software program to enable more coordination of transportation resources within King County. Through the use of technically innovative approaches and strategies, we have been able to successfully implement coordinated transportation with two community partners, the Senior Services Transportation Program and the Mount Si Senior Center Transportation program, that offer comparable service alternatives while utilizing shared data. Both sites are running their operations using the Trapeze scheduling software, configured to reflect their own system and program parameters. At both sites, all operations, from trip booking to dispatching and printing manifests, has been migrated to software administered and managed by First Transit (formally Laidlaw)'s Coordinated Transportation Specialist. This includes custom software applications which assist in daily operations and reporting.

See Section 3.6-G.3 for First Transit (formally Laidlaw)'s experience in coordinating transportation with community resources outside of King County.

First Transit (formally Laidlaw) will continue to work in conjunction with Metro Coordinated ACCESS Transportation staff to help identify possible agencies for coordination as well as support these agencies from a business and technical perspective. Working closely with the Administrative Scheduling Group, the Coordinated Transportation Specialist will explore, analyze and evaluate trends in our data, including location, group and agency trip data, to identify possible coordination opportunities. Because of First Transit (formally Laidlaw)'s commitment to quality and established high standards of data accuracy and data collection, analysis of this data will help to determine, with a better degree of accuracy, future CT project sites. With existing software, First Transit (formally Laidlaw) will make this data available to Coordinated ACCESS Transportation project managers to determine where outreach would be beneficial.

The Coordinated Transportation Specialist will be exploring funding opportunities to help offset the cost of these new coordination sites and will become more involved with local coordination associations in an effort to become even better informed on the current needs of the regional transportation-disadvantaged population.

Future coordination prospects include the following:

- Exploring coordination with area transportation providers to attempt coordination of services between ACCESS and deviated fixed-route service.
- Diversion of, or transfers involving, ACCESS requests to CT project site transportation services, including Hyde Shuttle and Mount Si Transportation in eastern county rural areas.
- Coordinating trip transfers with taxi or wheelchair-accessible taxi service.
- Configuring scheduling software to allow users from one program to view and schedule to service availability on other program Service Providers.
- Further developing Travel Training and Path of Travel options to offer more opportunities for feeder-to-fixed or deviated feeder-to-fixed service.
- Negotiating with deviated shuttle service to alternate or adjust service footprint at intersecting high concentration service locations for trip transfers, (i.e. South Bellevue Park & Ride).

- Creating a web-based group booking form to allow coordinating agencies to schedule for clients whose trips are agency-managed. This would be extended electronically to transit partners, further leveraging technology to eliminate manual processes.

With coordination projects in place, the Coordinated Transportation Scheduler, part of the Administrative Scheduling Group will be tasked with coordinating future tours between ACCESS transportation operators, regional partners and possible ACCESS partners. This position also will manage all local and regional requests that require one or more vehicles to meet.

By identifying and implementing more of these sites and projects, operating costs can be recouped due to the diversion of trips to lower cost providers and services, and the collection of alternate transportation options to offer clients is expanded. Through coordination of transportation, in any form, resources can be shared, reducing duplication and fragmentation of services. This will improve program oversight, administration, service quality and reduce overall costs.

## **5. Reducing Workforce Turnover**

First Transit (formally Laidlaw) Transit Services is committed to hiring skilled applicants that truly desire a career in the transportation field. As part of the “Welcome to First Transit (formally Laidlaw)” program, employees receive a welcome letter, an opportunity to meet the management team to discuss job expectations and what to expect during their training and probationary period.

Mentoring is a key factor in employee retention. Our mentoring program includes all members of our staff including managers and supervisors. We firmly believe that employees who are challenged with new opportunities and given a chance to contribute to the team, become dedicated employees. The success of this program is represented in our low 12% turnover rate.

As part of our commitment to a stable workforce, First Transit (formally Laidlaw) recognizes employee’s birthdays, company anniversary days in addition to awarding “Employee of the Month”, “Top Call Taker” and “Passenger Service Employee of the Month”. To maintain a happy workforce, the Safety Solutions Team provides enjoyable activities with themes of: Summer Daze, Eggstravaganza, Mystery Person, Mother’s Day Fun and treats for employee breaks.

- Summer Daze – Each department decorated their department and dressed up in their brightest summer gear with prizes given to the most creative decorations and attire.
- Eggstravaganza – Each employee was given an egg which contained a voucher to be redeemed for a Tully’s gift card, a small prize and one member in each department won a First Transit (formally Laidlaw) T-shirt of their choice.
- Mystery Person – Employees filled out a fact sheet about themselves and each week a couple were posted and everyone had to guess who it was. At the end of the month, the employee who guessed the most correct was awarded a prize.
- Root Beer Floats – The SST team provides root beer floats for all employees to enjoy on their break.
- Mother’s Day Fun – Employees brought in pictures of their mothers which were displayed. Employees had to guess which mother belonged to each employee.



### 3.6-H Management

#### 1. Providing Sufficient Physical Resources

First Transit (formally Laidlaw)'s understands the importance timely completion of tasks plays in the support of ACCESS operations and has designed a business model to ensure that both staffing and network resources are available to meet the needs of the operation.

First Transit (formally Laidlaw) feels it is important that although many job functions are specialized, staff are cross-trained to be utilized to fill other job functions as the need arises. Managers also use a rotating on-call list to further ensure staffing levels are consistent in spite of vacations and illness. The staffing model builds in shift-flex times so identified shifts can be extended if needed, to meet business needs. A detailed staffing plan has also been developed and implemented during times of emergency such as adverse weather days. First Transit (formally Laidlaw) recognizes that during these difficult times the limitation to staffing lies in the physical ability for staff to reach the Control Center. First Transit (formally Laidlaw) uses a vehicle shuttle program to assist staff on these days so they may reach work safely. We have found this program very successful when used in the past for adverse weather days and will continue to offer this service to our employees in the future.

Furthermore, the entire network design is designed for high availability. The technology design incorporates multiple layers of redundancy at all critical points of failure to ensure resources maintain the industry standard of 99.999% uptime. This is done through the use of mirrored and striped RAID disk design, utilization of redundant servers with manual failover, UPS protection and a tested backup and recovery plan. IT staff maintain on-shelf spares for all critical pieces of equipment to minimize downtime when replacement is required. The Citrix Web Farm further supports the high availability network by load balancing resource demand and offering seamless automatic failover during times of maintenance, hardware or software failure. The Citrix Web Farm, coupled with roaming profiles, make it easy for staff to work anywhere in the system to ensure all needs of the operation are met within the defined timelines.

#### 2. Organizational Chart

Please refer to **Attachment 1** for all Control Center organizational charts.

#### 3. Supervisor and Administrative Staff

As our Project Manager, Janis Webb will have day-to-day responsibilities for the Control Center and as such all supervisory staff will report to her. Yvonne Kaeder is located on site at the Control Center and will work closely on a day-to-day basis with Janis to develop technological solutions for the Control Center operations. All Control Center IT personnel will report directly to Yvonne.

Janis will have both an Administrative Assistant for Human Resources and a Payroll/Accounts Payable Administrative Assistant who will report directly to her.

Tracy O'Connell is our current and proposed Control Center Manager and reports directly to Janis. Her direct reports include Mike Rhodes, Customer Service Manager and Yves Tang, the Reservations Manager position. Tracy, with the assistance of her management team, will have most of the daily client contact with the passengers and will be directly responsible for the smooth flow of services.

**Scheduling and Dispatch Manager, reports directly to Janis Webb**, and will have an Operations Supervisor reporting to the Scheduling/Dispatch mgr. Three Lead Dispatchers/Schedulers will report to the Operations Supervisor. The Leads will provide 24/7 coverage for the dispatching and scheduling departments along with providing the staff with supervision, guidance and training to provide excellent services.

Yves Tang, Reservations Manager, will have two leads in his department. These leads will provide supervision during all the reservation department hours of operation. The leads will provide the reservationists with supervision and guidance and will respond to phone calls during peak times of service. Yves will be responsible for the staff and functions of the reservations department.

Mike Rhodes, Passengers Services Manager will be responsible for all of the functions of customer service. This manager will have two leads which will provide supervision and support to the Passenger Services Team. They will provide coverage for all of the department hours.

Brian Arthur, Transit Instruction Manager, will manage the Transit Instruction and Site Review Program. Brian will directly supervise all of the staff in this program with the exception of the Pathway Review Specialist who will receive supervision and guidance from the Pathway Review Lead. The Pathway Review Lead will in turn report to Brian.

First Transit (formally Laidlaw's) supervisory and administrative staffing plan is organized in such as way as to best provide each department with coverage during all hours of operations and to provide the needed support and guidance to individuals in the department. Each department manager is also provided with enough support to ensure they each have time to follow-up on important issues brought to their attention, manage all of the operational obligations they have, provide proper reports and make recommendations for improvement in their departments and the Control Center as a whole.

#### **4. Contract Personnel Availability**

First Transit (formally Laidlaw) is committed to ensuring open communication and contact with King County at all times. All personnel are available to King County at any time during their shift through several communication resources, such as the phone system and e-mail contact. Just as importantly, First Transit (formally Laidlaw) personnel maintain phone listings of all appropriate King County staff to ensure open communication lines, should an incident occur or a situation arise that requires our personnel to contact the County immediately. In addition, all key supervisor staff will be available via land-lines, cell phone, e-mail, etc.

First Transit (formally Laidlaw)'s management staff understands the importance of ensuring that the County has access to them 24 hours day, including holidays. First Transit (formally Laidlaw) is committed to providing the same level of service that the County has come to expect. If any key management staff will not be available at any time, the County will be notified of such situations immediately. We are dedicated to ensuring compliance with our client's requirements and making certain all personnel are compliant to these requests.

Please also refer to Section 3.2-G titled "Contacts" in which we list all contact information for the persons responsible for management and oversight of First Transit (formally Laidlaw)'s operation of the County's system.

#### **5. Communication**

Communication flow is channeled in the Control Center according to the subject and priority. We will continue to work closely with the County branch offices and overflow providers using a Nextel base station and direct-connect Blackberry phones/radios for immediate communication. Guidelines are given in published procedures and staff receives appropriate training in any new communication situation that presents itself.

Regular meetings between our Control Center management, Service Providers and County staff ensure communications are open for everyone. Matters discussed in these meetings often establish and revise communication patterns based on needs. Before implementation of procedures occurs, group

processes involve: preparation and data gathering for meetings; assignment of tasks and development of a timeline; review of findings and task assignments; and reworking or reassigning tasks when needed. Minutes of meetings are published and then distributed.

Biweekly data meetings also provide a regular means of communication between First Transit (formally Laidlaw) and County staff. These meetings routinely result in updates and improvements to policies and procedures for ACCESS operations.

The Action complaint database provides a formal format for communication between Metro Accessible Services, the Control Center and Branch offices in several categories of concern. The Control Center has developed our Service Disruption plan, and Inclement Weather, Incident and Accident reporting procedures in cooperation with Metro Accessible Services.

The Info-Manager program also has built-in functionality to facilitate communications between the Control Center, Branch offices, and Metro Accessible Services staff. These tools include the Message Board which displays posts of daily operational issues and is viewable by anyone logged into the Info-Manager program. The Concern Manager is also an excellent communication tool within the Info-Manager program, allowing users to document issues requiring attention, but is more feature-rich and includes greater security.

## **6. Reporting Capabilities**

Information reporting can be done utilizing several different methods depending on the needs of the requestor. Reporting Services 2005, Crystal Reports and custom reporting interfaces will be utilized. First Transit (formally Laidlaw) has extensive experience creating custom report solutions including Trapeze Plus and Info-Manager. Info-Manager is now a nationally supported paratransit software solution. Info-Manager also offers a customizable reporting module that allows users to create simple reports to meet individual reporting needs. For more complex reporting requests, reports can be distributed via regular subscriptions, web portals or network based applications. Parallels in reporting needs are identified whenever possible to try to utilize data streams for multiple purposes. The IT group constantly works to create custom solutions to get better data into the hands of decision makers.

## **7. Emergency Operating Systems**

First Transit (formally Laidlaw) is committed to providing service to King County in the event of disruption whether it is due to weather, hardware/software failures, etc. Even during these events, First Transit remains very committed to getting the job done. First Transit has always had the proper management and staff available so that service can still be delivered as much as possible depending on the situation. First Transit has been able to overcome and adapt to any situation that we have been faced with, and will continue the same commitment. We have in place a service disruption plan that outlines what will happen in each of the Control Center's departments, as well as having a thorough understanding of King County's adverse weather plan that First Transit assisted the County in developing. Please see the "Service Disruption Plan" included as **Attachment 14**.

Please refer to the section titled "Equipment & Vehicles" and the subsection titled "Emergency Power Systems" for detail on how we will handle emergency situations.

Furthermore, emergency contact numbers are provided for Janis and Tracy, so they can be reached 24 hours a day, seven days a week, as will our IT Systems Manager, Yvonne Kaeder.

## **8. Employee Discipline**

First Transit (formally Laidlaw) has adopted formal procedures regarding employee discipline and termination. We believe that a consistent application of our policies, rules, and regulations governing

work environment is essential. Our disciplinary program is necessary to ensure cooperation, and protect employees from improper interpretation or arbitrary enforcement of rules. It is also necessary to ensure compliance with local, State, and Federal laws. We endorse progressive discipline except where a breach of duty occurs which involves intentional or gross negligence, failure to exercise common sense, or substantial risk to persons or property.

#### **9. Reviewing Employee Performance**

First Transit (formally Laidlaw)'s policy dictates that all hourly and salaried employees receive a formal review annually. First Transit has a formalized performance review checklist for all employees. All performance reviews will be shared with the employee, including a specific plan for career enhancement and additional training requirements. Interim employee performance reviews are conducted by the Department Leads. These reviews identify areas that an employee may need additional reinforcement of policies and procedures. The Lead will prepare an action plan and work with the Department Manager to schedule training. First Transit also contracts with Progressive Mobility, an independent SEDB firm, to conduct formalized training and independent quality assurance evaluations.

We propose to continue to use our call recording software to evaluate customer service levels, Symposium reports for agent performance and utilize our outside vendors to conduct new and ongoing training for diversity and sensitivity, telephone etiquette and team building.

We have included our Reservations/Dispatch Training Checklist/Quality Assurance as **Attachment 15**.

#### **10. Accuracy of Billing**

First Transit (formally Laidlaw) has a very detailed system to audit the invoices for all of our overflow providers. Our Payroll/Accounts Payable Clerk, Kimberly Johnston, has worked in partnership with the County since 1998 to make sure our procedures remain in accordance with current accounting principles and the County's systems, assuring that we deliver accurate, timely invoices. We must closely coordinate with the County to be sure that billings are structured appropriately, whether they are direct pass-through expenses or amortized payments. Having Project Manager Janis Webb and Kimberly both carefully review all billings before they are submitted to the County also adds another layer of confidence to our process.

Kimberly has, and will continue to, work with all of our overflow providers to ensure all overflow invoicing is accurate and in acceptable formats. Currently, each overflow provider is audited on a daily basis to ensure any discrepancies are caught and corrected in a timely manner. For each overflow provider invoice we make sure that the trip date, name, and booking ID# match, to ensure the trip was actually performed. If there are any discrepancies, Kimberly requests a copy of the trip ticket for further investigation. Janis Webb must initial each invoice to indicate it is accurate and approved. We also carefully review total monthly service hours for ACCESS and match against the Service Provider billings to ensure the County is being billed appropriately. To further ensure the accuracy of all billings, we have worked with the billing clerks for each of the Service Providers and have assisted them in refining their processes when needed. Rate structures are reviewed regularly by Janis Webb to check for accuracy and possible adjustments to ensure that King County is receiving the most cost-effective service available.

#### **11. Managing Service Delivery Outside of Normal Office Hours**

Our staffing plan, complete with Project Manager Janis Webb, Control Center Manager Tracy O'Connell, IT Systems Manager Yvonne Kaeder, Reservations Manager Yves Tang, and Customer Service Manager Michael Rhodes, will make sure that we have a sufficient number of management and

supervisory coverage at all times. Furthermore, emergency contact numbers are provided for Janis and Tracy, so they can be reached 24 hours a day, seven days a week. First Transit (formally Laidlaw) has provided a detailed staffing plan that includes our staffing levels for evenings and weekends in Section 3.2-C.16, where we also address our experience in staffing for holidays and ensuring we have coverage during inclement weather.

## **12. Ensuring Employee Competence**

New reservationists, dispatchers, schedulers and customer service agents are given 40 hours of formalized classroom Trapeze PASS training. Once they have successfully passed a skill set evaluation, they will be assigned to their respective departments to be placed with a Trainer or Lead to receive individualized training on department policies/procedures for a minimum of 40 hours. After individualized training is completed, they will be placed with a senior staff mentor prior to going “solo” in their new position. The mentor typically will spend an additional 40 hours with each employee observing their performance and offering feedback on skill set knowledge and customer service.

First Transit (formally Laidlaw) contracts with Progressive Mobility, an independent SEDB firm, to conduct, in conjunction with our staff, a formalized “Telephone Etiquette” class for all new staff members. This independent contractor also prepares independent evaluations for review by the Department Manager to identify strengths and weaknesses of individual employees.

First Transit (formally Laidlaw) provides continued support and assistance for our new employees through peer and department support and our ongoing mentoring programs. We realize in order to achieve the highest level of service, we must provide the highest level of training and support for our new employees. We are dedicated to reviewing our current practices in an effort to enhance and improve our procedures.

## **13. Training Program for All Job Categories**

First Transit (formally Laidlaw) understands that successful operations are best maintained by skilled staff. Because of this, we require a number of training modules to ensure that staff is fully prepared to perform the duties of their position. This understanding is reflected in the 80+ hours of initial system training that includes not only an introduction to ACCESS transportation, instruction on Trapeze scheduling software, computer basics, King County mapping and customer service, but also phone skills and etiquette, proprietary supporting software and department procedural instruction.

First Transit (formally Laidlaw)’s training instructors are uniquely qualified due to their extensive knowledge and previous experience with the County’s service. In addition to expertise with the Trapeze scheduling software, our trainers have a broad knowledge of Microsoft operating systems, business software such as Microsoft Office and operations experience. Our instructors’ Trapeze software knowledge and ability to convey formal theory with practical application knowledge is an asset that sets First Transit (formally Laidlaw) apart from virtually all other operators. In fact, these training instructors have conducted a number of system training sessions throughout the United States at other First Transit (formally Laidlaw) projects. This level of experience working with other paratransit sites exemplifies First Transit (formally Laidlaw)’s experience and understanding of how to provide valuable information to our employees.

Because First Transit (formally Laidlaw) recognizes the advantages of employing a broad set of teaching methods, instruction includes formal classroom lecture, hands-on training and interactive sessions to ensure everyone thoroughly understands the material. Our Trainers work closely with all users in order for staff to have a more thorough understanding of the system and the company’s expectations.



Training services include the following:

#### Initial/New Hire Training

A minimum of 40 hours, including a combination of formal lecture and hands-on, instructor-led training which begins with Control Center passenger service and phone skills. These basic skills are applicable universally throughout the Control Center. First Transit (formally Laidlaw) currently contracts with Shelly Hawkins of Progressive Mobility Systems to administer eight hours of sensitivity and diversity training during this initial training session, and proposes to co-facilitate an eight-hour class with a member of the First Transit (formally Laidlaw) management team on telephone etiquette.

Software/application training begins with a description of ACCESS transportation service, including clarification of the ADA, the King County ACCESS certification process and general administration of service in relation to the federal regulations.

All newly hired staff will be required to take a computer basics class. This better prepares users on basic computer use and will enable them to be more comfortable within the Microsoft Windows environment. Simple operating system and application tasks are demonstrated and timesaving shortcuts integrated in many Windows applications are explored. During this training, users are also made aware of our company policy for computer use and are required to sign acknowledgment forms indicating such. Business applications such as Microsoft Office are then introduced and users are taught how to create, open and save files. File management is also demonstrated. We currently have a classroom of 10 workstations with one instructor workstation, with class sizes varying depending on need.

Once the computer basics are demonstrated, users receive King County mapping lessons that cover geographical instruction specific to address and street structure; use of the Thomas Guide and online mapping resources; Service Provider and ADA polygons; and transfer locations.

Following mapping, users begin intensive Trapeze scheduling software instruction, addressing all aspects of the software from reservations to scheduling and dispatching. Sessions are designed with hands-on lab exercises that allow the trainee to practice as they learn. Instruction also employs teaching aids created with Qarbon ViewletBuilder software, a collection of online software lessons that take the user step-by-step through key concepts and tasks within the software. This eLearning Library of tutorials is available online for staff to review during or after training is completed (please see **Attachment 11** for a specific training outline).

Using Training Evaluation Forms, instructors assess each attendee's progress on a daily basis to keep appropriate Control Center managers informed on individual development. This session concludes with curricular testing via Perception Question Mark software to evaluate each student's comprehension of the material and to identify those in need of follow-up instruction.

In addition to Trapeze scheduling software training, users receive an introduction to the supporting software tools (Info-Suite tools) which have become essential for daily operational success.

#### Coaching

A minimum of 40 hours of individual coaching by department lead and/or training staff is provided, tailored to a specific user group. This level of training aims to further solidify formal instruction completed in the initial training session as well as address specific procedural operations.

The current Dispatch Trainer is a dedicated specialized training position integral in both the Coaching sessions and in refresher/review training. Due to the high demands of the department, the position was created to oversee and facilitate coaching and review sessions for dispatch staff. This trainer is



available during and after formal training to assist with additional training as necessary. Upon startup, the training program will extend to include two fully dedicated specialized trainers to encompass specialized training for all departments.

Experienced department leads also serve in a coaching capacity with staff, able to answer questions and help direct daily operations within the department. Both the dispatch trainer and department leads will regularly be called upon to assist with staff review/refresher training.

During the coaching session, the Info-Manager program employs training tools including "Actions" which give the user direction on how to handle specific dispatching situations. This tool was developed in conjunction with department leads in order to maximize advantages and to verify the suggested actions parallel current procedure.

#### Review/Refresher Training

Due to the changing nature of the service and software used, review/refresher training is essential to keep existing staff aware of current procedures and review the proper use and availability of tools in specific positions.

Refresher Trapeze scheduling software-training sessions will be offered quarterly for targeted staff. Proprietary supporting software training sessions will be scheduled along with Trapeze sessions, with specific modules and tools varying depending on attendees, new developments within the software, and tools as requested. Because of First Transit (formally Laidlaw)'s high-standards in data collection, this software is constantly being improved. Continuous training is necessary for staff to remain proficient with the application tools.

In an effort to provide consistency in procedural and software use throughout the system, all training sessions will be made available for branch office and ACCESS transportation staff to participate. First Transit (formally Laidlaw) encourages participation by any staff member who feels they require further instruction.

In addition to the scheduled training sessions, First Transit (formally Laidlaw) training instructors are available for supplementary training sessions as requested and are available on site at the Control Center for post-training support.

#### Documentation

Staff attending any training session is required to sign documentation specifying the training completed and procedure referenced. All training attendance documentation will be stored and tracked within Numara Track-It! software in order to quickly reference completed and necessary training for each employee.

All training documentation is available online to any Control Center or branch office staff for review at any time. (Please see **Attachment 11** for our training curriculums for both initial and refresher Trapeze training.)

#### Follow Up

All training staff will meet quarterly to review training material updates and address any training issues, discuss current issues, procedures, and concerns that have been identified or introduced between scheduled sessions. This communication allows all training staff to be informed on the training status of general Control Center and branch office staff, as well as remain as current as possible on materials discussed.

Two weeks after completion of initial training sessions, instructors will contact trainees for feedback on the training sessions in order to seek improvements. Follow-up discussion and an open question-and-answer forum will be introduced during the quarterly meetings. Members of this forum will include department and branch staff managers who will have an opportunity to report on training progress and express concerns.

First Transit (formally Laidlaw) will continue to be a training partner for ACCESS transportation and its family of supporting operators. Our goal is to give the most thorough and clear training possible for all users within the system, regardless of location.

#### **14. Coordinating ACCESS with Other Transportation Providers**

First Transit (formally Laidlaw) recognizes that coordinating with other transportation providers is a primary objective for King County and pledges that our operations management team, our IT department, our schedulers and dispatchers will seek every opportunity to increase the level of coordinated trips to other regional partners and all other available modes of transit for the purposes of improving productivity while remaining within budgetary constraints.

We have detailed our plan to mobilize our resources in Section 3.6-E.3.

#### **15. SCS Services**

Please refer to Section 3.2-E, “SCS Effort” for complete details of the companies First Transit (formally Laidlaw) contacted.

During the years of this contract, First Transit (formally Laidlaw) has been very committed to the SCS program and has developed several successful partnerships as a result. We continually work to keep our list of potential SCS’s updated, using the resources provided by both the County and the State. First Transit (formally Laidlaw) currently has one SCS provider delivering passenger sensitivity and diversity training for all our staff. We are in negotiations with three newly-certified SCS contractors to provide overflow service to King County. First Transit (formally Laidlaw) has worked together with all our SCS contractors to make sure that they understand First Transit (formally Laidlaw)’s – and most importantly, the County’s – performance expectations. For this contract, First Transit (formally Laidlaw) has identified five SCS providers and has successfully negotiated contracts with each. We are confident in the skill and expertise of these providers, as we have worked successfully with each in the past. Each will contribute to our successful operation of the County’s system. For a complete description of our SCS efforts in this procurement, please refer to **Attachment 11**.

### **3.6-I Training**

#### **1. Measuring Effectiveness of Training**

First Transit (formally Laidlaw) Transit Service proposes to utilize Symposium or Simonview software as a tool to measure call volume and performance levels. Symposium reports allow management to evaluate employee performance for volume of calls and productivity levels. Our call recording playback software allows key staff to review customer service levels and data entry accuracy. Screen shots of errors are presented to the Department Manager for follow up with the employee. A copy is placed in the employee file. Various reports are available to monitor productivity levels and on-time performance for individual dispatchers as stated in H.13. First Transit (formally Laidlaw) firmly believes that everyone can benefit from ongoing training. Training will be customized and facilitated by a member of the First Transit (formally Laidlaw) management team to ensure every employee is given the opportunity to meet our minimum expectations. Periodic reviews of individual employees will be conducted by the Department Manager to monitor and encourage individual performance. Performance that does not meet minimum expectations will immediately be scheduled for retraining and re-evaluated in 30 days. If after retraining, the employee performance levels have not improved, the progressive discipline process will begin.

#### **2. Management and Technical Staff Training**

We work to equip our first and secondary level managers with leadership skills they can use every day. Annually, we send pertinent staff representatives, including management, to the Trapeze conference in Scottsdale, AZ, the annual ADA conference in Leavenworth, WA, DOT conventions, and CTAA conferences. We also participate in off-site training seminars provided by American Management Association to provide additional management resources. First Transit (formally Laidlaw) requires all dispatchers and supervisory staff to complete the 'Safety Leadership Course'. Additionally, First Transit (formally Laidlaw) offers an in-house, one week training called the "Management Skills Conference". First Transit (formally Laidlaw) also contracts with Bruell Consulting who provides team building training for all management and hourly staff annually.

#### **3. Managing Software**

The First Transit (formally Laidlaw) IS department works closely with other ACCESS operations, branch operators and local departments in the Control Center to support and track issues. Several processes and procedures have been put into place in order to maintain software in use within the Control Center and at Branch offices.

Web-based Numara Track-IT! software allows users to detail and post issues and requests which are automatically assigned to specialized technicians. Once an issue is assigned to a technician, an e-mail is instantly sent by the program, which helps ensure timely notification. Requests receive a response within one business day of receipt and can be reviewed by the requestor at any time. In addition, different priorities are defined within the Track-It! program based on pre-defined criteria which allows the program to assign an expected due date at the time the ticket is entered. Technicians are sent daily reminder e-mails as due dates approach, which assists prioritizing attentions and ensures deadlines are met. Technicians also have the ability to escalate requests to other technicians in cases of multiple issues. Each step involved in resolving a request is fully documented and automatically e-mailed to the requestor upon completion.

In addition to Control Center issue resolution, Track-It software allows for better organization and efficiency in tracking vendor-related issues, new development requests, training hours, technicians' hours spent on specific issues and inventory management. Vendor related issues are assigned to

master categories so related issues can be located easily. Issues can also be assigned to a master knowledge base for quick reference if they were to occur in the future. Similarly, new development requests are entered by the IS staff with a record of the original requestor and details about the request. This gives the IS team a centralized repository to reference when planning future development. Once a requested feature is added, the ticket is closed and the Track-It! program will instantly alert the original requestor with any details the IS team has entered into the Track-It! program related to the issue. This instant communication helps keeps all interested parties up to date on issue resolution.

The Info-Manager program plays a part in the management of time-critical business issues. First Transit (formally Laidlaw) management and the IS team have developed a clear process for issues related to service disruption that require immediate attention from IS staff and management. The IS team has a rotating on-call schedule to specifically address off-hour support issues. Within the Info-Manager IS Alert module, key Control Center and Metro Accessible Services staff can immediately send a page to the IS lead staff member for notification of critical conditions within the Control Center. Once paged, IS staff assign tasks for resolution and communicates progress to managers of all affected departments throughout the system. A back-up contact is identified at every point of contact to ensure that the proper staff is always informed of issue resolution.

By developing these clear guidelines and expectations and taking advantage of software, the IS team has been better able to support the ACCESS operation. Today the average resolution time for a Track-It! ticket is under one business day. The IS team can easily stay on top of a large, complex system and communication channels have been improved. The First Transit (formally Laidlaw) team will continue to build on these processes as we move forward and will always look for new ways to improve the customer experience

#### **4. Ongoing Monitoring, Development and Re-training of Employees**

First Transit (formally Laidlaw) strives to provide the highest level of service possible. As part of this commitment, First Transit (formally Laidlaw) management staff employs a number of monitoring tools to evaluate service accuracy and quality.

Our use of call recording software allows staff to review customer service levels and data entry accuracy by recording phone calls on the ACD system. Symposium software tools are also currently used to measure call volume and overall performance levels. Symposium reporting includes statistical call information used to evaluate employee performance and productivity. Both the SkillCheck and Perception QuestionMark testing software allow management to assess and measure the current level and quality of service being provided by our staff. Key Contact Center staff also have the ability to listen to "live" phone calls while shadowing the employee within the software for immediate action as necessary. All of these resources will be used for monitoring and retraining staff on improving service.

First Transit (formally Laidlaw) currently contracts with third-party consultants, Progressive Mobility and Bruell Consultants in order to provide all staff with ongoing training on topics such as sensitivity training, team building and to further develop staff knowledge. Trainings with Progressive Mobility occur on a monthly basis and with Bruell Consultants on an as needed basis. Please refer to Section 3.6-H.13 for coaching and review/refresher training information.

First Transit (formally Laidlaw) understands that successful operations are best maintained by skilled staff. Due to the changing nature of the service and software used, review/refresher training is essential to keep existing staff aware of current procedures and to review the proper use and availability of tools in specific positions. That is why First Transit (formally Laidlaw) has taken a clear approach to handling

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refresher training for staff by offering “back to basics” classes quarterly to all current employees. This is an excellent opportunity for all departments to send representatives to class to share departmental challenges and success stories and allows everyone to gain a larger perspective of the operation.

### **3.7-A Proposer's Experience**

#### **1. First Transit (formally Laidlaw)'s Similar Experience and Qualifications**

First Transit (formally Laidlaw), as the County's Control Center provider, was asked in 2004 to perform a Pathway Review for the individuals who had received a conditional eligibility from the County. The success of the Pathway Review program led to the County asking First Transit (formally Laidlaw) to take over the Travel Training program in 2005. We quickly stepped in and have employed a passionate and dedicated staff of instructors since that time. The First Transit (formally Laidlaw) Transit Instruction Program has a proven track record of efficiently and effectively providing service to the community, and has returned tangible benefits to the County by reducing stress on the ACCESS system and fostering increased travel independence among our successful participants. Our numbers speak to our success:

The ACCESS eligible Transit Instruction participant takes an average of 96 trips annually on ACCESS prior to training, compared to 35 trips annually after training is complete.

The Transit Instruction program also trains people who are not currently regular ACCESS riders. Referrals are received from area schools, supported employment agencies, parents and social service agencies. Based on customer surveys of all clients trained since the program began in August of 2005, an average of 196 one-way trips per year, per client trained, were successfully taken on transportation modes other than ACCESS.

Because of our success in transitioning riders to less costly modes of transportation, we estimate that in 2006 the Transit Instruction program saved ACCESS more than \$200,000. By 2012, the projected annual savings of the Transit Instruction Program will reach \$1.1 million.

First Transit (formally Laidlaw) has also been conducting Lift-Training for the entire length of the contract. All of the current transit instruction employees are experienced in this additional feature of our curriculum. Our Transit Instruction group has been working in conjunction with our Pathway Review group to identify, assess and instruct individuals who may have conditional eligibility, as the conditional eligibility program is being implemented by the County. First Transit (formally Laidlaw), as the County's current provider, has earned the respect and trust of the participants, parents and/or care providers, transition teachers and job coaches that we serve every day in our transit instruction work. We work hard to maintain these relationships and have been rewarded with support and encouragement from individuals and groups, in our roles as instructors and outreach providers. We are the only provider who can guarantee the County a smooth transition into the new contract period, thanks to our wealth of experience, our seasoned, professional staff, and the strong ties we have formed and nurtured with the community we serve.

#### **2. Proposed Personnel**

First Transit (formally Laidlaw's) Transit Instruction team is made up of committed, trusted professionals who believe in the value of what they do every day. Since inception, First Transit (formally Laidlaw) has carefully selected the personnel for this program based on experience in and commitment to working with persons with disabilities and senior citizens within the paratransit and/or education fields. The result has been a successful program that returns tremendous value to the individual participants, as well as the County. The individual team members maintain solid working relationships with a wide variety of referral sources, enjoying an excellent reputation in the community as trusted Service Providers. Our Transit Instruction Manager, Brian Arthur, has been working in the field of transit instruction in Seattle for five years, devoted to the County's operation for the last two years. Brian was handpicked by our former program manager, Spencer Cotton, to succeed him when Spencer left to take a position with King County. Three of our transit instructors, Maureen Norton, and Marie Marquart



have each been working in the field of transit instruction for at least three years. Our Group Transit Instructor, Lisa Johnston, has a long history in the field of education, as a School Principal, Teacher and Program Developer. Lisa has been First Transit (formally Laidlaw)'s Group Transit Instructor since July of 2006, and the ever increasing number of group trainings and field trips is evidence of the strength of the program. Clayton Cain, our Pathway Review Lead, has been with First Transit (formally Laidlaw)'s ACCESS team since 2001; for four years as a scheduler in our Control Center and in his current role for the last two years. Pathway Review Specialist Dwight Sanders-Sheats was promoted from our Control Center reservations team and now enjoys his role in Pathway Review. Our team is ably aided and supported in their efforts by Andrea Tatum, our Outreach and Administrative Specialist. Andrea began her service with First Transit (formally Laidlaw) in 2004 as a dispatcher in our Control Center and has been with the Transit Instruction Program since 2005. Andrea conducts informational presentations throughout the community, sharing the benefits of travel training with senior citizen groups and disability advocates. Andrea also performs many of the administrative tasks that keep the program running smoothly. For more details on each of our team members, including recent employment history, please refer to **Attachment 16**.

### **3. Prior Similar Projects**

The King County Transit Instruction project is the only Transit Instruction project currently operated by First Transit (formally Laidlaw). We have been providing Pathway Review for the County since 2004 and Transit Instruction since 2005.

### **4. Possible Issues**

In the course of our management of the County's Transit Instruction Program, we have identified a number of issues which have or may arise during the training of elderly persons and individuals with disabilities on the use of the fixed-route bus system. These issues, and our approach to meeting the challenges posed, include:

- **Scheduling Challenges:** Scheduling conflicts or unexpected health issues can be frequent, so it is important for individual transit instructors to have flexibility and excellent time management skills. The trainees' schedules dictate the structure of the transit instructor's work schedules. First Transit (formally Laidlaw)'s Transit Instruction team has proven experience with regards to meeting the demands of clients and their varying schedules. In addition, Brian works with the instructors to assure that an appropriate work load is maintained in order to provide flexibility in the instructor's schedule.
- **Support System Member Resistance to Instruction Goals:** A member of the trainee's support system may object to the trainee participating in the training. All of the transit instructors working on this project have extensive experience working with individuals with disabilities, DVR counselors, transition teachers, job coaches, employment services, group home staff, and the families of individuals with disabilities. The assigned staff knows how to thoroughly address the concerns and objections often raised against someone being trained. There are a number of procedures built into the training process which an instructor will discuss with anyone who expresses concern or doubt about the safety of an individual participating in training.
- **Concerns about Staff Experience and Reliability:** First Transit (formally Laidlaw)'s instructors have built an excellent reputation for caring, professionalism and quality. Our transit instructors have built a solid working relationship over the years with King County and State agencies, job developers, and schools. When a teacher contacts a parent to discuss setting up transit instruction, the teacher can explain with confidence that any safety concerns will be addressed and that the transit

instructor working with their child is a trusted professional. First Transit (formally Laidlaw)'s staff brings solid reputations which have been established from several years of working within the community.

- Physical and Cognitive Barriers: Fixed-route usage presents barriers, and our team is trained and experienced in assessing individuals for transit instruction. They will thoroughly assess any potential trainee prior to training. The transit instructor will develop a route which takes into account the needs of the individual to be trained. An individual who is unable to walk great distances may be routed on several buses (transferring) so that there is minimal walking, whereas another potential trainee may not be able to cognitively handle transferring buses, but is able to walk distances. This second individual is routed on one bus and the walking route is practiced until the trainee is able to demonstrate a complete understanding of the walking path, as well as the bus route. If an individual has an issue with street crossing, the transit instructor will route the individual through a transit center to transfer so there is no need to cross the street at a transfer point. When a person referred for training uses a mobility aid, the first step to address this potential barrier is to ask the person to participate in lift/ramp training so that they can develop the skills required to board a fixed-route bus safely. There are many issues to consider when assessing a potential trainee and designing a route to meet the individual's needs. First Transit (formally Laidlaw)'s transit instructors have extensive experience assessing an individual's needs and creating routes which accommodate those needs.

### 3.7-B Training

#### 1. Tools for Individual Training

First Transit (formally Laidlaw)'s individualized training is customized to meet the special needs of each trainee as identified during assessment. There is no "one size fits all approach" and each trainer knows that curricula and schedules must be adapted to ensure successful outcomes. The screening tool (see **Attachment 17**) First Transit (formally Laidlaw) uses consists of a series of 15 questions which fall under the headings of Cognitive Skills, Functional Skills and Physical Considerations.

Upon referral, an assessment interview is conducted to determine the participant's skills and abilities related to the use of fixed-route buses. After the assessment, a decision is made to either pursue general instruction, individual, or no instruction based on the individual's cognitive and physical abilities.

The transit instructor then prepares an individualized training plan that accommodates any potential barriers, reinforces any existing skills and introduces any skills the trainee must acquire to be successful. First Transit (formally Laidlaw) also teaches more than just the mechanics of riding a bus. Safety issues, stranger awareness, street-crossing skills, and emergency situations are all important areas of the First Transit (formally Laidlaw) Transit Instruction curricula.

The instructor will provide practical experiences by riding public transit with the participant on a daily basis. Training is coordinated with the daily activities of the participant and is self-paced, allowing participants to progress at their own rates. The goal of Transit Instruction is to enable individuals who may have difficulty utilizing public transportation to independently and safely travel on fixed-route public transportation. This goal is achieved by implementing the following Transit Instruction plan:

- The trainer models appropriate behavior.
- The participant initiates appropriate behavior as the trainer uses prompts.
- The trainer begins to fade assistance and reinforces correct behavior.
- The participant demonstrates skills independently.
- Emergency procedures are instructed through role playing.
- The participant rides public transit independently as the instructor observes.
- The instructor observes without the participant's knowledge.

At the time of the assessment a transit instructor may determine that an individual presents a specific issue which needs to be addressed along with the basic instruction curricula. For instance, a person using a mobility aid will need to attend lift/ramp training in order to learn how to properly board a fixed-route bus. After learning the skills required to use a mobility aid on a fixed-route bus the individual will also need to have access to curb cuts when they are traveling. The instructor will plan a bus route for an individual with a mobility aid that offers curb cuts where necessary. Another example where a specific accommodation may be required is with a trainee who is legally blind. For this trainee the instructor will provide a Bus Identifier Kit which consists of white cards with numbers on them. The trainee will learn, while waiting at a bus stop, to hold up the appropriate numbers for the bus route they are waiting for. By doing this the bus driver is able to identify the person waiting at the bus stop as someone who needs the bus route number announced to them so they know which bus has stopped at the bus stop. A person with difficulty communicating verbally is given communication cards which the trainee will show the driver when boarding a bus to make sure that the bus is the correct route for the desired destination. Our transit instructors are all well aware of the need to treat each and every trainee as an individual, taking into account any and all special needs and adjusting the training to meet the

specific needs of each trainee. The goal in every case is to maximize all skills needed to allow the participant to become an independent traveler.

## **2. Tools for Group Instruction**

Typically, Group Training begins with an initial phone call and subsequent conversation with an Activity Director or Classroom Teacher. The needs of the group/class are discussed and what can be accomplished within the parameters of a Group Training explained. The parameters of a Group Training are understood to be that of general orientation and introduction to fixed-route bus use. Occasionally it may be determined during the initial contact that group transit instruction is not needed, or not appropriate for the group's needs. A multi-modal, two-part approach is used to teach a group about using fixed-route public transportation. The first part is a "classroom" presentation, and the second part is referred to as an "outing" or "field trip."

Through discussions, narrated and interactive PowerPoint presentations, as well as handouts/brochures, by the end of the 45-60 minute classroom workshop, participants will have learned the following:

- Which bus to take and how to figure that out
- Where and when to board/disembark the bus
- How much and when to pay, and options for disabled/senior passengers
- Safe travel tips
- How to recognize a bus stop and read the symbols on the signs
- How to read a bus schedule
- Important things to do and ask when boarding/disembarking the bus
- How to get back home, and what to do if you miss your stop
- Bus rules and staying safe when traveling ("stranger-danger")
- How to contact Metro Transit for rider information, customer service and lost and found.

The brochures and handouts reviewed and made available to the participants include several varieties of transit maps, regional reduced fare permit applications, bus schedules germane to the particular site, as well as safety tips, and tourist features in the area.

The hands-on, "field trip/outing", practical portion of group transit instruction is conducted out in the field, using regularly scheduled fixed-route buses. The destination is determined during the planning phase of the training and selected to allow the participants to practice what was presented and discussed during the workshop. Participants are guided to and perform the following:

- Verify appropriate bus stop, and bus route number on bus
- Conduct appropriate conversation with the driver
- Pay fare/show bus pass at appropriate time
- Transfer buses successfully
- Return to starting point successfully
- Use of lift/ramp and maneuvering mobility aid into securement area successfully, as appropriate.

Groups are encouraged to provide feedback before, during and after the training sessions. We use the feedback to determine whether to emphasize particular aspects of the curriculum and to gauge comfort levels as training progresses.

### **3. Conducting Individual Transit Instruction**

As we emphasize throughout our proposal, in First Transit (formally Laidlaw)'s approach to Transit Instruction we believe in tailoring our instruction to meet each individual's needs. There are key steps, however, that are included in every Individual Instruction, including the following:

- A Transit Instruction referral is received from King County Metro or a member of the trainee's support system.
- An initial phone screening is conducted with the trainee or a member of the support system.
- Approval for Transit Instruction is obtained from the King County Registration Manager if the total number of one-way trips upon completion of training will be less than 50.
- Client is assigned to a transit instructor.
- Transit instructor determines if there is a viable fixed-route option for the client based upon their disability and their path of travel.
- Transit instructor conducts an in-person client assessment and obtains a signed client consent form.
- Transit instructor performs a route check by accessing bus route information and then conducting a physical check in-the-field of the actual route, to determine if there are any barriers that may prevent the trainee from being successful.
- Transit instructor conducts field training with the client using fixed-route buses (average of seven working days).
- On a daily basis, a member of the trainee's support system is informed of the trainee's progress and any concerns are discussed with the support system member. The transit instructor may request that members of the support system reinforce certain aspects of the training: wearing appropriate clothing for the weather, leaving in time to catch the bus, bringing a bus pass or RRFP with the proper bus fare.
- Transit instructor completes documentation and writes final report narrative.
- Evaluation forms are sent to client (or client's family) and support system.
- Copy of final report is sent to the Case Worker (this usually generates additional Transit Instruction referrals).

All transit instructors work closely with the trainee's support system. Any support system member is kept informed of the trainee's progress as frequently as they request. Typically, a transit instructor will communicate with a member of the support system at the end of each training session and also after the "secret follow" portion of the training to confirm that the training is then complete. At this time, the support system member is able to ask any final questions or discuss any further concerns. Once a trainee has successfully completed training, the trainee and the person who requested the training are both sent an evaluation form. This is used to gather feedback and to determine if the service provided by the individual instructor fully met the needs of the trainee and the support system. The program manager reviews each evaluation form and discusses comments with the individual transit instructors.

In order to assure that a trainee is capable of independent and safe fixed-route bus use many skills are developed during a typical training.

See **Attachment 18** for a list of the steps/skills that would be developed during an individual training.

#### **4. Possible Issues with Individual Transit Instruction**

The overarching goal of our Transit Instruction and Pathway Review program is to find ways to overcome barriers to the use of fixed-route transportation. Therefore, identifying such barriers is a primary focus. In the course of our management and operation of the Transit Instruction/Pathway Review program, we have identified many such barriers, as well as methodologies for successfully removing or surmounting them. For example, an individual may use a mobility aid which does not fit on fixed-route buses. This is determined during a lift/ramp training session. In this situation training cannot take place. Fixed-route bus use will not be an option unless either a different mobility aid is used or fixed-route bus configuration changes at some time in the future. Or, as another example, an individual may not possess the necessary cognitive abilities to independently and safely travel on fixed-route public transportation. This will be determined at the time of the assessment. There are, however, accommodations that can be made to address certain weaknesses as long as the trainee possesses the minimal amount of cognitive ability needed to successfully navigate and use fixed-route services. For instance, if a transit instructor were to be concerned about the ability of an individual to safely cross a street, the instructor will, at the time of the assessment, request that the potential trainee come along for a walk and demonstrate a safe street crossing. If the individual does not demonstrate an understanding of safe street-crossing skills the instructor will address this during the training. Certain individuals may not have the ability to work with money. In this case, our transit instructor recommends the use of a bus pass or bus tickets to eliminate the need to use cash. A potential trainee may not be able to tell time. A transit instructor will recommend that a member of the support system set an alarm for the trainee so that the trainee will know when to catch their bus without needing to be able to tell time. Another trainee may not be able to read. The instructor will work with this individual on identifying words by providing a note card for the trainee to match the words. An example would be a note card with the word "Downtown" on it so the trainee can identify the proper #39 bus to take.

#### **5. Experience with Persons Whose Primary Language is not English**

Transit instructors are trained in how to most effectively use interpreters. First Transit (formally Laidlaw) not only has several bilingual staff on site at our Control Center, who are fluent in various languages, we also have two staff members who are skilled in American Sign Language. As well, we contract with The Dynamic Language Center to provide language interpretation, including American Sign Language. First Transit (formally Laidlaw) will make every effort to accommodate all persons who have an interest in participating in Transit Instruction, and will not allow language to become a barrier for anyone.

#### **6. Accommodating Trainee's Regular Travel Schedule**

Throughout our tenure, First Transit (formally Laidlaw) has maintained the stance that the needs of the participants must drive our approach, whether it be adapting curriculums to fit individual training objectives or customizing trainer schedules to accommodate trainee travel needs. All transit instructors are required to work a flexible schedule, including weekends and evenings. The entire First Transit (formally Laidlaw) Transit Instruction team is committed to meeting the needs of trainees, regardless of the day or time of travel. Our transit instructors provide instruction at the time the trainee needs to travel, period. The instruction schedule is dictated by the travel needs of the trainee, and this approach fosters our continued success.



## **7. Disabilities Affecting an Individual's Ability to Complete Tasks**

We say their names – we recognize their humanity – we have compassion for their transportation needs and problems – that is the positive difference First Transit (formally Laidlaw) extends when serving people with disabilities.

Different disabilities impact trainees in different ways. Cognitive impairments (Down Syndrome, Autism, Asperger's Syndrome, and Developmental Disabilities) influence many aspects of an individual's ability to independently and safely use the fixed-route bus system. When an individual's cognitive ability is impaired they may not be able to independently determine how to get to a bus stop, which bus to take, when to get off the bus to reach a certain destination or how to safely cross a street. They may exhibit inappropriate behaviors while on the bus. They may not have the understanding of the need to refrain from talking with strangers or to not accept a ride from a stranger when one is offered. Disabilities which affect mobility (Cerebral Palsy, Multiple Sclerosis, and Paralysis) may require learning to use the lift/ramp on a bus to board with a walker or cane. If an individual is unable to walk for any significant length of time they may have a difficult time accessing a bus stop. If the trainee uses a mobility aid, other than a walker or cane, which they can drive to a bus stop, then distance is less of an issue. However, learning to maneuver the mobility aid on and off a bus would have to be covered at a lift/ramp training session. A blind individual may have difficulty crossing the street at a complex intersection.

A key objective in our approach to service delivery is to develop a close working relationship with the disabled community. If we are to meet the needs of our trainees, we must first understand their needs and concerns. This is accomplished through working relationships with user groups such as accessibility committees and advisory boards. It is important that all parties share a realistic understanding of what the system can provide; its scope and its limits. Another objective is to recognize each passenger's needs and deliver the service which best meets the needs of the individual while observing the system rules. Each person must be treated with respect and professionalism.

## **8. General vs. Individual Transit Instruction**

First Transit (formally Laidlaw) recognizes that transit instruction must be tailored to fit individual needs. While certain persons might thrive in a group setting, building confidence through companionship and shared experiences, others do better in a one-on-one situation with individualized attention. We carefully assess each individual before making any determination, and remain flexible to their changing needs throughout the training. After an assessment, the decision is made to either pursue general instruction, individual instruction or no instruction based on the individual's cognitive and physical abilities and learning styles and preferences. General transit instruction is appropriate for individuals who, upon completion of training, are capable of independently acquiring trip plans and traveling to new/unfamiliar destinations without any guidance. General transit instruction is most frequently appropriate for senior citizens or individuals with a physical disability as opposed to individuals with cognitive disability. Generally speaking, individuals with visual impairments may also require individual training as there may be a significant barrier when it comes to traveling to new/unfamiliar areas. In any case, our approach is to tailor the training to meet the needs of each participant to better ensure successful outcomes for all.

## **9. Conducting General Transit Instruction**

General transit instruction focuses on providing fixed-route instruction to individuals who may already have some knowledge of fixed-route bus transit, but who may be new to our community, or persons who are assessed as having some level of knowledge or comfort with fixed-route travel, but need a reintroduction or refresher in system usage. General instruction raises the confidence level of participants, allowing them to increase their transit independence. Participants who are capable of

generalized skills are taught to read bus schedules, call the transit agency or check online for route information. Participants are taught how to identify landmarks and communicate their needs to the bus driver when traveling new routes. Participants are also instructed in the purchase of bus passes. This level of training involves three steps:

Destination training to establish basic skills.

Use of transit scheduling aids such as the instructor assisting the participant in using the Rider Information phone line or Internet Trip Planner to locate a route to a new destination.

The participant then finds the route and rides the bus independently to a new destination as the instructor observes.

#### **10. Candidates for Bus Lift Practice**

Learning to use the bus lift is vital for many mobility device users in order to transition to fixed-route usage. One example of an appropriate candidate is an individual who has recently started using a mobility aid and has never taken that mobility aid on a fixed-route bus. Another example is an individual who has used a mobility aid on a lift-equipped bus but has no experience with a ramp-equipped bus. The two different styles of buses present the individual boarding with different configurations inside the bus. It is important that an individual be skilled at using either style as either style bus can service a given bus stop. Either of these individuals may be self-referred or be referred for training by King County.

#### **11. Bus Lift Practice**

##### Lift Training

Lift training is vital to help remove or reduce initial anxiety customers may have about using accessible features on fixed-route transit. Lift/ramp training begins with phone calls to trainees to establish their availability. If the trainee confirms availability on the available training day they are offered a time slot on the scheduled training day. A ride on an ACCESS van is scheduled and the trainee is phoned and informed of the pick-up window. Two days before the actual training day the trainee is contacted again to confirm participation. On the day of training a transit instructor arrives at the training location one half hour prior to the beginning of training to meet the out-of-service, fixed-route bus used for the training. The instructor then meets the arriving trainees and works with each as they arrive for their appointments. All of the trainings are scheduled so that they are consecutive; in this way each trainee has his/her own one-on-one training session. The instructor works from a check list to confirm that certain skills are acquired. The instructor also records the make and model of the mobility aid.

A lift/ramp training session utilizes a stationary, out-of-service bus. Trainees are able to practice without the stress of attempting to hurry aboard an in-service bus. Lift training is conducted in a patient and supportive environment, enabling the trainee to excel and experience a sense of accomplishment. The ultimate goal is for the trainee to acquire the skills necessary to board a fixed-route bus independently (maneuvering the mobility aid in a small area, backing into place so the mobility aid can be tied down, communicating with the bus driver, etc.). The individual may need to back the mobility aid on to the lift/ramp or board by entering the bus forward. The best places to attach the tie-downs to the mobility aid are also established. A bus driver is on hand to demonstrate the tie-down process. The individual may repeatedly board and de-board until they feel comfortable and capable of boarding a fixed-route bus in a reasonable amount of time. Upon completion of a training event the instructor documents the day's accumulated information in CERT, the King County ACCESS client database.

### **3.7-C Post Instruction / Reinstruction**

#### **1. Conducting Individual Post-instruction Evaluations**

Every individual that completes transit instruction will be evaluated after training to ensure their continued success in utilizing their new skills. A key component to the training process is the “Secret Follow.” The instructor works with the trainee until the trainee is independently making all of the decisions required to safely make their trip. Once the trainee has demonstrated this proficiency the instructor then follows the trainee in a separate vehicle. The trainee is observed throughout their trip to determine if the trainee is truly capable of independently making the trip and to observe any possible behaviors that the trainee may exhibit when they believe they are alone and not being monitored. Upon completion of the training the support system is contacted in order to provide a final verbal-report and to answer any questions. The support system and the trainee are both sent an evaluation form to collect any feedback. We have included a copy of our Individual Instruction evaluation form as **Attachment 19**.

#### **2. Conducting Group Trainee Post-instruction Evaluations**

Post-evaluations for group trainings consist of a conversation with the agency contact person who requested the training for their group to determine if the information provided was what the agency hoped to receive. A written evaluation form is also given to the contact person to collect any feedback or further requests. We have included a copy of our Group Instruction evaluation form as **Attachment 19**. The post-evaluation of an individual takes place with that individual and their support system, whereas the typical group post-evaluation is conducted with the activity director or school teacher who requested the training for their group.

#### **3. Possible Issues with Group Transit Instruction**

Sometimes, negative perceptions can prove to be the first and most significant barrier to overcome, as it colors all subsequent steps in the training process. Our team recognizes this fact and deals with it incrementally by establishing parameters for successful group instruction from the outset. First, our trainer must determine whether there is bus service available that meets the needs and travel abilities of the group being served. If there is no or very limited bus service available for the group, the transit instructor will check to see if the group is able to provide their own transportation to a transit center in order to more easily access the Metro system. Another significant issue is the ability for the members of a given group to learn at the same pace. When working with groups there may be varying degrees of ability. The transit instructor will request that the larger group be broken into smaller groups in order to best address the needs of the individual group members. Also, within one group of people, there may be varying languages in use. First Transit (formally Laidlaw) contracts with The Dynamic Language Center to provide interpreters, when needed, to accommodate the language needs of the individual group members. We know that we must build acceptance from the outset, by recognizing the barriers that exist and anticipating how best to address them, even before training begins.

#### **4. Circumstances for Re-instruction**

Three possible circumstances under which reinstruction would be required are:

Service changes due to construction/tunnel/bridge re-route issues may change a trainee’s travel route. If this happens that individual will need to be retrained in order to travel safely during the re-route.

If a trainee’s day of travel changes from a weekday to a weekend, and the routing for the person is not available on the weekend, they will need to be re-trained on the new weekend route.

If a trainee is to begin traveling to a new destination, and the route begins by using a bus route that they have already been trained on, it will be considered a re-training. An example is: The trainee has previously been trained to take the MT#71 from Wedgwood to Westlake Center. Then that person needs to go Queen Anne. They will begin their trip on the same MT#71 and transfer to the MT#74. Because the first bus is a bus that the trainee has already been trained on the current training will be considered a re-training.

First Transit (formally Laidlaw) is committed to meeting the ongoing needs of every participant to help them remain travel independent.

**5. Curriculum for Re-instruction**

The process for re-training is the same as the process for an individual training. The training may take less time, as the participant will have previous experience, but the same material will be covered in order to reinforce previously gained knowledge and to ensure that the trainee is traveling safely.

**6. Individual vs. Group Re-instruction**

For either individual or group format, reinstruction will be much the same as the initial instruction; the one difference being the length of time it may take to conduct the reinstruction. The same skills will be addressed and in either case the instructor will observe and confirm that the individual or group has retained or strengthened the skills from the previous training. The instructor will address any weaknesses and repeat all safety training in order to be sure that the trainees are traveling safely. We commit ourselves to each individual or group's continued success in traveling independently.

### 3.7-D Pathway Review

#### 1. Typical Pathway Trip Review

A First Transit (formally Laidlaw) Pathway Review Specialist determines if the requested trip has been reviewed in the past. The client may live at or be going to a location that has been reviewed in the past for another client, in which case it is possible that some of the information has already been gathered. To continue with a field pathway review the following steps are taken:

- Check in the Trapeze Certification program to confirm the client's eligibility conditions.
- Plan the trip using ATIS or Trip Planner.
- A physical review will then consist of recording the distance of the path to and from a zone/destination using a distance wheel. The person conducting the pathway review will check for any barriers that may affect the client's path and re-route the path of travel if need be to avoid any barriers or unsafe conditions. The person conducting the pathway review will also check for any barriers that may not be part of the client's conditions and include them in the workbook. This will assist us in the future if the client's conditions change. Also, if we were requested to conduct a review for another client going to/from the same location we will already have the required information on file without having to revisit the location.

Barrier-Free Pathway - In a barrier-free path none of the barriers listed below are present.

Physical or Cognitive Barriers:

- The distance to the nearest bus stop is greater than one block
- The distance to the nearest bus stop is greater than two blocks
- The distance to the nearest bus stop is greater than three blocks
- Bus transfer is required
- Travel would be prevented by lack of curb cuts
- Variable health conditions are causing a "bad day"
- Travel up or down a steep slope (as defined by Metro)
- Individual requires a wheelchair lift or accessible bus stop on a route where none is available
- Uneven surfaces
- Complex traffic conditions
- Individual has not been trained to take a particular bus trip.

Time or Weather Barriers:

- Snowy or icy weather conditions are present or predicted
- Extremely cold weather conditions are present or predicted
- Travel time is during periods of darkness
- Extremely hot weather conditions are present or predicted
- Travel limited during periods of bright light.

Multiple-Barrier Pathway – A multiple barrier pathway includes more than one of any of the barriers listed above.

Time or weather-related conditions would not eliminate a client from using fixed route for their trip. A client could be provided with ACCESS service during the times that these conditions are present.

## **2. Exceptions to a Typical Review**

### **Exceptional Circumstances**

A client who uses a mobility aid would require curb cuts (CC) to cross a street. If curb cuts were not present on the most direct route an alternative route may be researched in order to find a path of travel that does include curb cuts. A possible solution, outbound, would be to cross in another area and then continue to a bus zone. Inbound, this may require the client to travel to a different bus stop and then backtrack to the destination. A person using a mobility aid which does not have distance as a barrier may need to use a bus that is actually not the closest route available to their starting point, but does offer barrier-free travel. If a barrier is at a transfer point the client could also be routed to transfer in a different place where there are curb cuts or possibly at a transit center. In every instance, we will exhaust all possible means of addressing exceptions and removing or overcoming barriers to independent travel.

## **3. Purpose of Work Inquiries**

We are proud of the work we do for the County in our Pathway Review program, and are pleased to explain the value of what we do to anyone who inquires. We may be asked by the trainee, a caregiver, or someone else residing at the address to be evaluated. In any case, we will provide the person making the inquiry with our business card, and explain that an evaluation is being conducted to determine possible barriers to fixed-route travel. If the inquiry is from the trainee, we may explain that it is for a specific trip based upon the conditions/barriers that Metro has granted them ACCESS service. Our reviewer can usually answer any questions or allay any misapprehensions on the spot. If the reviewer meets with resistance or potential conflict, the reviewer is instructed to provide the person making the inquiry with our Transit Instruction Manager Brian Arthur's phone number, or make a referral to customer service if the inquirer wishes to file a complaint or question the purpose of the review. The individual's tone or demeanor will be the deciding factor in whether or not to continue the pathway review or end the review and discuss the situation with both Brian and the County's contact person. If the question was coming from a neighbor or other party, the staff person conducting the pathway review would briefly explain they work for First Transit (formally Laidlaw) and the County's Travel Instruction program and that they are evaluating the area for accessibility. In all inquiries, our staff knows they are ambassadors for the ACCESS system, and will present themselves as true professionals.

## **4. Tools Necessary to Conduct a Pathway Review**

First Transit (formally Laidlaw) has been conducting Pathway reviews since 2004, and has learned that there are certain tools that are indispensable for our work. These include:

**Distance Wheel:** Used to measure the actual distance in feet to/from a location. A Distance Wheel is required for all reviews but especially for clients having walking/distance as a condition of travel to determine if the pathway to the bus stop is within their distance condition.

**Inclinometer:** Used to measure the percent of incline a particular path may have. An incline of 8% is considered too great for clients that have INC as a condition.

**Measuring Tape:** Used to check the depth of bus zones for lift accessibility, sidewalk width and for measuring the height of possible uneven surfaces which include breaks/rise in sidewalks.



Digital Camera: Used to record the pick-up and drop-off locations, zones, and the barriers involved in a particular pathway which would be included in the client's documentation.

Computer Tablet: Used to record pathway review data and to store previous review information which can be useful in completing a current pathway review. If the person conducting the pathway review determines that there are barriers present once they have begun conducting a pathway review the tablet can be used for remotely connecting to the Metro Trip Planner, while in-the-field, to seek out alternate routing.

As we continue in our role of trainers and review specialists, we will continue to seek out innovative ways to perform our work. Because First Transit (formally Laidlaw) operates paratransit contracts nationwide, we often become aware of new tools and new ideas, and can help keep the County at the forefront of this trendsetting program.

### **3.7-E Administrative Appeals**

#### **1. Conducting Formal Arbitration or Mediation Events**

First Transit (formally Laidlaw) has a deep and talented bench of corporate support personnel who are able to support Transit Instruction Manager Brian Arthur in his enhanced role supporting the County's mediation and arbitration events. Our Legal, Human Resources, and Operations departments can be called upon to provide instruction and support as Brian becomes acquainted with the processes and procedures used by the County. Each of these departments has extensive background and experience in handling mediations and arbitrations for our many labor agreements nationwide, and Brian will be able to apply many of the techniques used for such events while taking a more active role assisting the County. We believe the best first step would be for Brian to begin attending any meetings and sitting in on formal hearings as soon as the County desires. Brian is eager and willing to enhance his role in supporting the County, and First Transit (formally Laidlaw) will support him in his efforts.

#### Emergency Safety Policies and Procedures

Please refer to the section titled "Equipment & Vehicles" and the subsection titled "Emergency Power Systems" for detail on how we will handle emergency situations.

Our additional policies specific to Transit Instruction/Pathway Review:

- All transit instructors are equipped with cell phones.
- In the event of an emergency the transit instructor determines if emergency medical assistance is required.
- The instructor immediately calls 911 if there is any question about the health of the trainee.
- The instructor remains with the trainee until aid arrives.
- The instructor contacts the parent, guardian or care provider to inform them of the situation.
- The instructor remains with the trainee until a parent/guardian or care provider is present; this may include traveling with the trainee in an emergency-aid vehicle.
- The instructor calls the Transit Instruction Manager to report the incident as soon as they are able.
- The Transit Instruction Manager immediately notifies the King County Registration Manager as well as the First Transit (formally Laidlaw) Project Manager overseeing the Control Center.
- First Transit (formally Laidlaw) provides the County with a written report, in MS Word format, detailing any emergency situation that may occur within 24-hours of the initial verbal notification.
- Any irregular incidence that occurs in the course of training an individual will immediately be reported to the Transit Instruction Manager. The Transit Instruction Manager will then communicate directly with the King County Registration Manager to explain the situation. A written report of the incident, in MS Word format, will be given to the King County Registration Manager within 24-hours of the initial verbal notification. All documentation of any incident will be maintained in the trainee's hard-copy file as well as in CERT as a document which will remain available to King County at anytime.

Furthermore, emergency contact numbers will be provided for Brian, Janis Webb and Tracy O'Connell, so they can be reached 24 hours a day, seven days a week. Also, our IT Systems Manager Yvonne Kaeder will be available via cell in case of an emergency requiring IT or Trapeze expertise.

#### Handling and Resolving Complaints and Commendations

The First Transit (formally Laidlaw) Transit Instruction Program regularly receives commendations from clients in the form of personal cards which express appreciation for the service provided. To date, the First Transit (formally Laidlaw) Transit Instruction Program has not received even a single complaint.

If a complaint were to be received the procedure detailed below would be followed. Additionally, First Transit (formally Laidlaw)'s internal procedure for complaints would be followed. Please refer to the section titled "Service Management" and the subsection titled "Complaint Investigation and Resolution Process" for complete details of First Transit (formally Laidlaw)'s program to handle customer complaints and commendations.

Brian Arthur, in his role the Transit Instruction Manager, is ultimately responsible for seeing that all staff persons adhere to the County's policies regarding customer comments. Upon receiving any verbal or written complaint Brian will immediately, verbally notify the King County Registration Manager. The complaint will also be detailed in MS Word format and given to the Registration Manager within 24 hours of receiving the complaint. Thereafter the Transit Instruction Manager will contact the complainant to solicit any further information and make every effort to resolve the issue and meet the needs of the trainee. A record of the original complaint and subsequent contact will be maintained as a document in the trainee's CERT file, in Action, as well as in MS Word format to be submitted to the Registration Manager. The Action program will provide the ability to call up all complaints by date, trainee, type of incident or trainer. A written acknowledgement will be sent to the complainant within three days of receiving a complaint. All records of any complaint resolution will immediately be shared with the King County Registration Manager both verbally and in MS Word format. The resolution documentation will also be included in the trainee's CERT file and entered in the Action database. All written correspondence and documentation will be maintained in the trainee's hard copy file as well as in their CERT file and in Action which will remain available to King County Metro at any time.

Any commendations received are discussed with the instructor who worked with the trainee. Brian shares all commendations with the King County Registration Manager at the earliest convenience of both parties both verbally and in MS Word format. Commendations are also entered in the Action "Awards" program database.

#### Confidentiality Policy

First Transit (formally Laidlaw) is sensitive to the importance of maintaining confidentiality. We protect our client information as conscientiously as we do our own, and do not divulge or disclose any passenger or client information to anyone not directly connected to the ACCESS provider network. This includes personal information (such as social security numbers, home addresses, driver's license numbers and/or dates of birth of individuals). We do not include such information in public disclosures, web postings or any communication with outside parties.

Additionally, every First Transit (formally Laidlaw) employee is required to sign a Confidentiality Statement upon hire. We have included this statement as **Attachment 13**, and have also included our Employee Handbook, which further details our policies regarding confidentiality, as **Attachment 20**.

#### Submitting Timely Reports and Accurate Invoices

As assignments are finished by either Pathway Review or Transit Instruction personnel, completed documentation covering the assignment are submitted to the within seven days of completing the work. All invoice information are then compiled by the Administrative Specialist. The Transit Instruction Manager reviews the compiled information on a weekly basis to confirm reporting accuracy and submits reconciliations each week to the Control Center Payroll/Accounts Payable Administrative Assistant. A final monthly accounting is submitted to the Control Center Payroll/Accounts Payable Administrative

Assistant by the second working day of the month following the month of service. The Payroll/Accounts Payable Administrative Assistant in turn submits a formal invoice to King County by the fifth working day of the month following the month of service. To ensure that all back-up documentation is readily available to King County all documents are stored in a safe and convenient location within the Control Center.

We will gather and submit the following information on a monthly basis:

- Summary of individual and group trainings, re-trainings, and number of fixed-route trips per week taken post-training.
- Summary of general bus system trainings completed, including number of fixed-route trips per week taken post-training.
- Summary of all lift/ramp trainings completed, including number of fixed-route trips per week taken post-training.
- Summary of all outreach activities, including comments made by participants or caregivers.
- Outreaches scheduled, not yet performed.
- Persons referred for training and awaiting training.
- Summary of group transit instructions completed, including names and contact information of all participants.
- Copies of "individual agreement to participate" forms for all instructions, re-instructions, and system instructions initiated.
- Accidents or incidents involving any persons referred for training, including date, names of all involved parties and description of incident.
- Complaints or commendations involving services provided under this contract, including dates, names of all parties involved and a description of the situation.

First Transit (formally Laidlaw) will continue to provide all information to the County in a timely fashion and will work with the County to update reporting functions or data gathered as the system continues to evolve.

#### Employee Benefits

For a description of employee benefits, please see Section 3.2-C.15 in Volume 1 of this proposal.

#### **Other Material for King County to Consider**

Please refer to the following pages for additional material to enhance our proposal:

Attachments:

- 1: Organizational Charts
- 2: Open Line of Credit Letter
- 3: SEDB Subcontractor Information
- 4: Resumes
- 5: Job Requirements
- 6: Salaried Employee Benefits Sheet

Contract 390785

- 7: Financial Resources Letter
- 8: First Transit (formally Laidlaw)'s Paratransit and Transit-Related Contracts Over the Past Year
- 9: Technology Replacement Equipment Exhibit
- 10: Control Center Technology Implementation Plan
- 11: Trapeze Training
- 12: Info-Manager for Regional Partners Diagram
- 13: Confidentiality Statement
- 14: Service Disruption Plan
- 15: Reservations/Dispatch Training Checklist/Quality Assurance
- 16: Transit Instruction Team Resumes
- 17: Client Assessment Screening Tool
- 18: Transit Instructions – Steps and Skills Developed
- 19: Transit Instruction Evaluation Forms
- 20: First Transit (formally Laidlaw)'s Employee Handbook
- 21: Commendation Letters

## Part 4 **Attachments and Exhibits**



**King County**

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400  
TTY Relay: 711

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